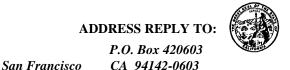
STATE OF CALIFORNIA Gray Davis, GOVERNOR

DEPARTMENT OF INDUSTRIAL RELATIONS OFFICE OF THE DIRECTOR 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102



November 5, 2001

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING THE NEW AMENDMENTS TO LABOR CODE SECTION 1720(a)

The passage of Senate Bill 975 (Chapter 938), effective January 1, 2002, codifies existing Department of Industrial Relations' administrative decisions on appeal and determinations regarding the above referenced statute. This statute, among other things, also expands the definition of "public funds" for purposes of the Prevailing Wage Law and adds "installation" to the definition of construction. Chapter 938 also provides for certain specified exemptions to the new definition of "public funds."

In accordance with SB 975, its terms will be strictly enforced for all public works projects advertised for bids on or after January 1, 2002, except for those projects that that would have been covered under the Department's public works coverage determinations or decisions on appeal made precedential prior January 1, 2002, in which case there is an independent basis for enforcement of projects advertised for bid prior to January 1, 2002.

DEPARTMENT OF INDUSTRIAL RELATIONS OFFICE OF THE DIRECTOR 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603
San Francisco CA 94142-0603

February 8, 2002

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING INSPECTION AND SOILS AND MATERIALS TESTING

Dear Public Official/Other Interested Party:

This notice provides clarification to many questions from the public regarding the scope of work of the testing and inspection determinations. In addition, it answers many questions from the public regarding work performed by architects and engineers.

Attached please find letters from Operating Engineers Local Union No. 3 dated February 4, 2002, and Operating Engineers Local Union No. 12 dated December 6, 2001, clarifying the scope of work for the following determinations:

SOUTHERN CALIFORNIA

BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER, page 10E

SAN DIEGO COUNTY

BUILDING CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER, page 27C

NORTHERN CALIFORNIA

OPERATING ENGINEER (Heavy and Highway Work): Group 6 (Soils and Materials Tester), page 39 **OPERATING ENGINEER** (Building Construction): Group 6 (Soils and Materials Tester), page 40A

Scope of work for each of these classifications has been posted on the Internet at http://www.dir.ca.gov/DLSR/PWD. This information may also be requested from the Division of Labor Statistics and Research, Prevailing Wage Unit by calling (415) 703-4774, by faxing a request to (415) 703-4771 or by writing to:

California Department of Industrial Relations Division of Labor Statistics and Research Prevailing Wage Unit P.O. Box 420603 San Francisco, CA 94142

When referring to questions 7 and 8 in the letters from Operating Engineers Local No. 3 and Local No. 12 respectively, please note that testing and inspection is covered at off-site manufacturing and/or fabrication facilities only if the off-site facility is determined covered under prevailing wage laws. If there are any questions pertaining to this area please contact the Division of Labor Statistics and Research at the above address. Please include all relevant documents including but not limited to the contract, financial documents, plans, specifications, as well as contact information for the Awarding Body.

Please refer to an Important Notice dated December 29, 2000 for additional information pertaining to testing, inspection, and field surveying.

Sincerely,

Chuck Cake Chief Deputy Director



OPERATING ENGINEERS LOCAL UNION No. 3

February 4, 2002

Ms. Maria Y. Robbins, Deputy Chief California State Department of Industrial Relations Division of Labor Statistics and Research 455 Golden Gate Avenue, 8th Floor San Francisco, CA 94102

RE: Prevailing Wage Determination - Soils and Materials Tester (SMT) On Site

Dear Ms. Robbins:

Please find enclosed the response of Operating Engineers Local Union No. 3 in support of a Prevailing Wage Determination for a Soils and Materials Tester as set forth in the Master Construction Agreement for Northern California.

The data enclosed, we believe, justifies and establishes the Scope of Work Conforming to SB1999 for a Soils and Materials Tester performing on-site work in Northern California.

We respectfully request that a conclusive determination be made that the wage rates and fringe benefit rates applicable to this classification are the prevailing wage for this type of work within the geographical jurisdiction established in the Master Agreement and are consistent with the requirements of SB1999.

Your continuing assistance is appreciated. If there are any further questions, do not hesitate to contact myself or Dean Dye at 510/748-7400.

Sincercly,

Robert E. Clark,

Director/Contracts Department

Certellark

RECEIVED

Department of Industrial Relation

FEB 0 6 2002

Div. of Labor Statistics & Research Chief's Office

cc: Don Doser, Local 3 Business Manager
Dean Dyc, Director - Testing & Inspection Division
and Technical Engineers Division

DEPARTMENT OF INDUSTRIAL RELATIONS STATE OF CALIFORNIA CLARIFICATION REQUEST - SOILS & MATERIALS TESTER (SMT) WITH OPERATING ENGINEERS LOCAL 3'S RESPONSES

1. Summarize the intent of the coverage of the SMT classification in your No. CA Master Agreement, which serves as the basis for the prevailing wage determination.

All visual, physical and non-destructive testing that is done at a jobsite, on-site lab, fabrication site (yard), or off-site lab used exclusively for covered work.

2. Define the following and indicate if done by the SMT classification:

- a) Magnetic particle testing -- used for welding, laminations and other steel inspections; done by SMT
- b) Non-destructive inspection -- used for welding, laminations and other steel inspections; done by SMT
- c) Ultrasonic testing -- used for welding, laminations and other steel inspections; done by SMT
- d) Keying -- excavation at the toe of a slope; done by equipment operator
- e) Benching -- process of removing noncompacted or "soft" soil in order to properly place the compacted soil on unyielding materials; done by equipment operator
- f) Scarifying -- process of ripping or otherwise preparing the existing surface; done by equipment operator
- g) "Rolling of slopes" -- process of compacting the slope to the required density (also called "back rolling"); done by equipment operator
- h) One-pointer -- test made to roughly determine the weight and maximum density of the soil being used as fill material; done by SMT
- i) "Correction for rock" -- used during a compaction test to mathematically remove all oversize rock from the equation; done by SMT

3. Does lab work fall within the jurisdiction of the SMT? Does the on/off site location of the lab make a difference?

Lab work done offsite normally does not fall under the Construction Inspectors jurisdiction. If a field lab is set up at the project site in the field, it then falls under the Construction Inspectors jurisdiction.

4. What is the civil engineer's job when working with the SMT? Is the civil engineer covered under the scope of the SMT sections of the collective bargaining agreement (CBA)?

A Civil Engineer generally provides direction, plan interpretation and engineering type decisions. They may be either on- or off-site (depends on the nature of the project). They generally do not do the Construction Inspector type work; but if they do, then it is covered work.

SMT Classification Page 1
February 4, 2002 mer;opeiu-3-afl-cio(3)

5. The MLA (p.5) lists employees excluded from coverage. Does this imply that engineers and architects, project managers, off-site laboratory workers are excluded?

Engineers, Architects, Project Managers, off-site Lab Workers, as long as they do not perform the Construction Inspector work, would not be covered.

6. Some signatories perform mechanical & electrical inspections. Are these jobs covered under the Operating Engineers Agreement? If so, how is work performed?

We (OE3) consider Mechanical Inspectors to be covered by our CBA, therefore the prevailing wage (at the SMT rate) would be paid. Electrical should be covered work by the electrical craft.

7. Regarding manufacturing sites, if inspectors visit plants, is that inspection of the plant and its processes covered under the Agreement, is that the intent of SB1999?

Steel fab shops, concrete and asphalt batch plants, prestressed yard and fabrication shop, etc. (such as those for piles & girders, gul lam beams) is covered work under the intent of SB1999, including mechanical and electric.

8. Are the following inspectors included in the scope of the agreement: Geotechnical, Concrete, Painting, Steel and Electrical?

Concrete, Steel, Painting and Electrical Inspectors are covered work. Also Inspectors such as Roofing, Mechanical (HVAC), Suspended Ceiling, Plumbing, Geotechnical (unless registered Geologists/Engineer is specifically required by the plans & specs) Masonry, Fireproofing, Gul lam beams, Shotcrete, etc. In essence all inspection as required by the Uniform Building Code (UBC) is considered covered work.

9. Is visual observation inspection covered? For example: Using tape measures...

The Construction/Special Inspector shall observe the work for conformance......" is part of the UBC requirements. The majority of inspection work is visually by nature. Slump of concrete, length of weld, depth of footings, pile caps, width of footings, pile caps etc. are but a short list of work that a Construction Inspector would use a tape measure for.

10. What is the difference between a Geotechnical Inspector and a Geotechnical Engineer? Are they covered under the Operating Engineer Agreement?

A Geotechnical Engineer normally would be a registered person with a college degree. They may be a Geologist/Engineer in training also. Geotechnical Engineer performs/supervises the analyses, design and documents preparation associated with the geotechnical aspects of the project. They would not normally be covered, unless doing Construction Inspector work.

A Geotechnical Inspector ascertains through inspection and/or testing that the Geotechnical Engineer's requirements/recommendations are complied with. A Geotechnical Inspector would normally be covered.

11. Is a Project Manager whose duties include weekly meetings, approving, contracts, managing engineers, managing subcontracts and preparing monthly reports be covered under the CBA?

A Project Manager, (who would normally not be doing construction inspection work) would not be covered.

12. Is a Resident Engineer whose duties include logging correspondence amongst contractors and subcontractors, performing soil, concrete, masonry, and HVAC tests, and acting as a liaison between contractors and engineers be covered?

Resident Engineers, normally a professional registered person is not covered unless doing Construction Inspector work (such as performing soils, concrete, masonry & HVAC tests).

13. Is the SMT an apprenticeable classification?

Yes.

14. Is inspection of bridges and piers covered under the SMT classification under Operating Engineers Local #3's agreement?

Yes.

The following, in addition to the above, are also considered covered inspection work: high strength bolting; shearwall & diaphragms; metal connectors, anchors or fasteners for wood construction; piling; drilled piers; caissons; bolts installed in concrete; post tensioning steel; pre-stressed steel. Also includes, but not limited to, underground construction (sewers, gas lines, drainage devices, water lines, backfilling, welding, bedding). SMT rates apply.



INTERNATIONAL UNION OF

WM. C. WAGGONER
Business Manager
and
General Vice-President

OPERATING ENGINEERS

December 6, 2001

RECEIVED

Department of Industrial Relation

DEC 1 1 2001

Maria Y. Robbins, Deputy Chief State of California Department of Industrial Relations Division of Labor Statistics & Research 455 Golden Gate Avenue, Eighth Floor San Francisco, CA 94102

Via Fax & U.S. Postal Service

Div. of Labor Statistics & Resourch Chief's Office

Re: Building Construction Inspector (BCI) and Field Soils and Material Tester (FSMT)
Classifications

Dear Ms. Robbins:

Pursuant to your request for clarification contained in your November 20, 2001 correspondence we submit the following:

1. What is the difference between the Building Construction Inspector (BCI) and the Field Soils and Materials Tester (FSMT) classifications? There appears to be some overlap of duties. Could you summarize the intent of the coverage between Southern California Contractors Association, Inc. and the International Union of Operating Engineers Local No. 12, which serves as the basis for the prevailing wage determination?

As stated in our June 5, 2001 correspondence to your office, a Building Construction Inspector (BCI) is a licensed inspector who generally works under the direction of a registered civil engineer. The BCI is used when higher stresses are involved, e.g., welding, reinforced concrete, masonry, non-destructive testing and other related disciplines. The term "building inspector" or "construction inspector" has the same meaning as "special inspector." The BCI classification is meant to include inspection of all structures, including but not limited to, residential and commercial buildings, bridges, piers, warehouses, oil/water tanks, docks, refineries, heavy highway construction, underground construction, water works, sewers, water reclamation, flood control, dams, dredge, etc.

A field soils and material tester (FSMT) performs a variety of duties. They include special grading, excavation filling, soils used in construction, concrete sampling, density testing and various types of verification tests.

Occasional overlap of duties may occur between the BCI and FSMT, such as taking concrete specimens in the field, however, one must look at the overall scope of work/duties to determine the proper prevailing wage/rate classification.

INTERNATIONAL UNION OF OPERATING ENGINEERS

2. How is grading inspection different when performed by a BCI or by a FSMT?

"Grading inspection is generally the work of a FSMT. The City of Los Angeles certifies/licenses grading inspectors whose duties are similar, but more stringent than those of the FSMT. The grading inspector in the Los Angeles area is covered under the BCI classification/wage rate.

- 3. Please define the following and identify which classification performs this work:
 - a) Magnetic particle testing
 - b) Nondestructive inspection
 - c) Ultrasonic testing
 - d) Keying
 - e) Benching
 - f) Scarifying
 - g) "Rolling of slopes"
 - h) One-pointer
 - i) "Correction for rock"
- a) b) c) Magnetic and ultrasonic testing are two different forms of non-destructive testing (NDT). They use mechanical devices to check defects in structures such as welds. The use of magnetic and ultrasonic waves in the evaluation process does not cause any damage to the structure, hence, the term non-destructive testing. Other forms of non-destructive testing include radiography (x-rays) and penetrant testing. All of this work is that of the BCI.
- d) <u>Keying in</u> is benching into existing material while filling up an adjacent fill, to bind the two areas (materials) together, eliminating the chance of a soft or uncompacted area in between the two materials or areas. A "stair-step" procedure is usually used.
- e) <u>Benching</u> is using a piece of equipment (usually a dozer) to cut into existing material while filling up an adjacent fill, to bind the two areas (materials) together. This eliminates the chance of soft or uncompacted area in-between the two materials or areas. A "stair-step" procedure is usually used.
- f) <u>Scarifying</u> is a procedure performed by equipment that rips up existing material approximately one foot deep, then processing that material by watering and mixing it.
- g) Rolling of Slopes is a compaction technique used on the slopes of a new fill area. The time required for compaction on the slope of a fill is the same as the required compaction on the top of the fill.
- h) A One-Pointer is one test made on the soil by a field soils and material tester (or FSMT).
- i) <u>Correction for Rock</u> is a calculation made for oversized rock in soil, done by a field soils and material tester (FSMT).

Items a, b and c are performed by the BCI. Items d, e, f, g, h and i are performed by the FSMT.

INTERNATIONAL UNION OF OPERATING ENGINEERS

To perform items a, b, and c, the individual would have to obtain certification as required by the agency. If certified, for example, in "Ultrasonic Testing," one could perform FSMT work and then move to BCI work if certified to do so.

4. Does lab work fall within the jurisdiction of the BCI? Does the on/off site location of the lab make a difference?

No, lab work is not covered. If a lab is located on-site and the individual stays "inside" the lab, there is no coverage. However, if the individual goes on-site and performs "field work," then he or she is covered for all hours worked.

5. What is the civil engineer's job when working with the BCI or FSMT? Is the civil engineer covered under the scope of the BCI or FSMT sections of the collective bargaining agreement (CBA)?

The civil engineer usually acts in a supervisory role, directing the BCI or FSMT activities. The civil engineer work would not be covered unless he or she performs "field work."

6. The Master Labor Agreement (page 5) lists employees excluded from coverage. Does this imply that engineers, architects, project managers and off-site laboratory workers are excluded?

Yes.

7. Some signatories perform mechanical & electrical inspections. Are these jobs covered under the Operating Engineers agreement? If so, how is work performed?

Not covered.

8. When inspectors visit manufacturing sites, is the inspection of the plant and its processes covered under the agreement? Is that the intent of SB 1999?

Yes, pursuant to the agreement. The intent of SB1999 was to further define coverage in the public work arena.

9. Are the following inspectors included in the scope of the agreement: Geotechnical, Concrete, Painting, Steel and Electrical?

Geotechnical, yes. Concrete, yes. Painting, no. Steel, yes. Electrical, no.

10. Is visual observation inspection (e.g., using tape measures) covered?

Yes. Visual inspection is a component of the Inspector's duties.

11. What is the difference between a Geotechnical Inspector and a Geotechnical Engineer? Are they covered under the Operating Engineer agreement?

A Geotechnical Inspector is "on-site" performing the "field work" and is covered. The

INTERNATIONAL UNION OF OPERATING ENGINEERS

Geotechnical Engineer is usually "in-house," a supervisory position, "off-site."

12. Is a project manager whose duties include weekly meetings, approving contracts, managing engineers, managing subcontracts and preparing monthly reports covered under the CBA?

No.

13. Is a resident engineer whose duties include logging correspondence amongst contractors and subcontractors, performing soil, concrete, masonry and HVAC tests, and acting as a liaison between contractors and engineers covered?

When a Resident Engineer <u>logs correspondence among contractors and subcontractors</u> the work is not covered. When the Resident Engineer <u>acts as a liaison between contractors and engineers</u>, the work is not covered. When performing soil, concrete or masonry tests, the work is covered. HVAC tests are not covered.

14. Is the BCI an apprenticeable classification?

Yes.

15. Is the FSMT an apprenticeable classification?

Yes.

16. Is inspection of bridges and piers covered under the BCI and/or FSMT classifications under your agreement?

Yes. Please see the coverage language in the CBA. Both classifications are covered pertaining to bridge work.

We hope the information provided herein is beneficial to you. Please call this office if you should have any questions.

Sincerely,

Fred C. Young, Financial Secretary.

I. U. O. E., Local Union No. 12

Fred C. Young

DEPARTMENT OF INDUSTRIAL RELATIONS OFFICE OF THE DIRECTOR 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603
San Francisco CA 94142-0603

December 29, 2000

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING INSPECTION, FIELD SURVEYING AND SOILS TESTING

The passage of Senate Bill 1999 (Chapter 881), effective January 1, 2001, codifies existing Department of Industrial Relations administrative decisions, determinations and regulations concerning the above referenced work. This work when done on or in the execution of a "Public Works" project requires the payment of prevailing wages. In accordance with SB 1999, Inspection and Testing determinations will be strictly enforced for all public works projects advertised for bids on or after January 1, 2001. Field surveying determinations have been and will continue to be enforced for all public works projects.

The classifications that perform this work have been published in the Director's General Prevailing Wage Determinations for over 20 years and can be found on the Basic Trades pages (Building Inspection, Soils Testing) and on the individual county sheets (Field Surveying). For the basic trades, please use the following determinations:

SOUTHERN CALIFORNIA

OPERATING ENGINEER, Group 2 (Soils Field Technician), page 7 **BUILDING CONSTRUCTION INSPECTOR (OPERATING ENGINEER)**, page 10E

SAN DIEGO COUNTY

OPERATING ENGINEER, Group 2 (Soils Field Technician), page 25 **BUILDING CONSTRUCTION INSPECTOR (OPERATING ENGINEER)**, page 10E

NORTHERN CALIFORNIA

OPERATING ENGINEER (Heavy and Highway Work): Group 6 (Soils and Materials Tester), page 39 **OPERATING ENGINEER** (Building Construction): Group 6 (Soils and Materials Tester), page 40A

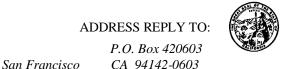
Advisory scope of work covered by each of these classifications has been posted on the Internet at http://www.dir.ca.gov/DLSR/PWD. This information may also be requested from the Division of Labor Statistics and Research, Prevailing Wage Unit by calling (415) 703-4774, by faxing a request to (415) 703-4771 or by writing to:

California Department of Industrial Relations Division of Labor Statistics and Research Prevailing Wage Unit P.O. Box 420603 San Francisco, CA 94142

In addition, Director's precedential Public Works coverage determinations concerning inspection and testing work will be enforced for all public works projects advertised for bids on or after the dates the precedential decisions were designated as such. For determinations of the applicability of prevailing wage requirements to other work covered by SB 1999, please contact the Division either via fax number or by mailing your request to the address indicated above. Requests of this nature should include all of the relevant documents including, but not limited to, the contract for the work and a detailed description of the work to be performed. Future clarifications regarding the scope and application of Senate Bill 1999, if needed, will be posted on the DLSR website and mailed to those on the Prevailing Wage mailing list.

STATE OF CALIFORNIA GRAY DAVIS, GOVERNOR

DEPARTMENT OF INDUSTRIAL RELATIONS DIVISION OF LABOR STATISTICS & RESEARCH 455 Golden Gate Avenue, 8th Floor San Francisco, CA 94102



February 22, 2002

IMPORTANT NOTICE TO AWARDING BODIES AND INTERESTED PARTIES

REGARDING THE GENERAL PREVAILING WAGE DETERMINATIONS FOR THE CRAFTS/CLASSIFICATIONS BELOW THE MINIMUM WAGE

In accordance with Labor Code Sections 1770, 1773, and 1773.1, the Director of the Department of Industrial Relations is responsible for determining the prevailing wage rates for each worker employed on public works projects of more than \$1,000.

The minimum wage in California increased to six dollars and seventy-five cents (\$6.75) per hour effective January 1, 2002. The Director's Prevailing Wage Determinations shall not be below the minimum wage. Each employer is required to pay at least the minimum wage for the basic hourly rate in all cases where the published prevailing wage rate is below the minimum wage. Any and all employer payments required by these determinations must also be paid.

If the minimum wage is increased in the future to an amount above that shown in a prevailing wage determination, the basic hourly rate in that determination automatically increases to the new minimum wage.

DEPARTMENT OF INDUSTRIAL RELATIONS OFFICE OF THE DIRECTOR San Francisco, CA 94102 455 Golden Gate Avenue, 10th Floor

ADDRESS REPLY TO:
P.O. Box 420603

P.O. Box 420603 San Francisco CA 94142-0603

March 4, 2002

Important Notice to Awarding Bodies and Other Interested Parties Regarding Shift Differential Pay in the Director's General Prevailing Wage Determinations

Dear Public Official/Other Interested Parties:

The Director's General Prevailing Wage Determinations includes shift differential pay for various crafts used on public works projects. This notice is to clarify the worker's eligibility to receive the shift differential pay when working on a public works project. Please note that not all crafts have shift differential pay published in the Director's General Prevailing Wage Determinations.

When a worker is required to work a regular shift, he/she must be paid the applicable craft rate from the Director's General Prevailing Wage Determinations for the construction activity he/she is performing. However, when a worker is required to work a shift outside of normal working hours, he/she must be paid the shift differential pay according to the shift he/she is working. For example, if only one shift is utilized for the day, and the work being performed is during the hours typically considered to be a swing (second) shift or graveyard (third) shift, the worker employed during the hours typically considered to be a swing shift or graveyard shift must be paid the shift differential pay for the shift he/she is working. If multiple shifts are used for the day, the worker working on the second or third shift must be paid according to the shift he/she is working.

Please refer to the contract provisions posted on the Internet at www.dir.ca.gov/DLSR/PWD for the working hours applicable to the craft/classification published in the Director's General Prevailing Wage Determinations, which has a swing shift and/or a graveyard shift.

Sincerely,

Chief Deputy Director

DEPARTMENT OF INDUSTRIAL RELATIONS OFFICE OF THE DIRECTOR 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603
San Francisco CA 94142-0603



March 5, 2003

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING BURGLAR ALARM AND FIRE ALARM INSTALLATION

Dear Public Official/Other Interested Parties:

This notice provides clarification and updates the June 27, 2002, Important Notice regarding the applicable rate of pay for work involving the installation of burglar and fire alarms.

In the following counties, the minimum rate of pay for burglar alarm installation would be that of the craft/classification of Electrician/Comm & System Installer: Los Angeles and Orange.

In the following counties, the minimum rate of pay for **fire alarm** installation would be that of the craft/classification of Electrician/Comm & System Installer: Contra Costa, Orange, and Santa Clara.

In Imperial and San Diego Counties only, the minimum rate of pay for burglar alarm and fire alarm installation would be that of the craft/classification of Electrician/Sound & Signal Technician.

Please note that the minimum rate of pay for all conduit installation associated with either alarm system installation would be that of the craft/classification of Electrician/Inside Wireman.

Please refer to the county determinations to find the rates for the classifications referenced above. The scope of work for each of these classifications is posted on the Internet at http://www.dir.ca.gov/DLSR. This information may also be requested from the Division of Labor Statistics and Research, Prevailing Wage Unit by calling (415) 703-4774, by faxing a request to (415) 703-4771 or by writing to:

California Department of Industrial Relations Division of Labor Statistics and Research Prevailing Wage Unit P.O. Box 420603 San Francisco, CA 94142

For questions on burglar alarm and/or fire alarm installation in any county not addressed above or in the Important Notice issued June 27, 2002, please send a written request to the above address. Please note that type of work/rate of pay determinations are issued on a project-by-project basis. Requests should include all relevant documents including but not limited to the contract, financial documents, plans, specifications, as well as contact information for the Awarding Body.

These changes apply to public works projects advertised for bid on or after March 15, 2003.

Sincerely,

Chuck Cake Acting Director STATE OF CALIFORNIA Gray Davis, GOVERNOR

DEPARTMENT OF INDUSTRIAL RELATIONS OFFICE OF THE DIRECTOR 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102



San Francisco CA 94142-0603

June 27, 2002

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING BURGLAR ALARM AND FIRE ALARM INSTALLATION

Dear Public Official/Other Interested Parties:

This notice provides clarification regarding the applicable classifications for work involving the installation of burglar alarms and fire alarms.

Burglar alarm installation is performed at the minimum rate of pay of the Electrician determination for Inside Wireman in the following counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Mariposa, Merced, Nevada, Placer, Plumas, Sacramento, San Luis Obispo, Shasta, Sierra, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba.

Burglar alarm installation is performed at the minimum rate of pay of the Electrician determination for Comm & System Installer in the following counties: Contra Costa, Del Norte, Fresno, Humboldt, Imperial, Inyo, Kings, Lake, Madera, Marin, Mendocino, Mono, Monterey^a, San Benito^a, San Bernardino, San Diego, San Francisco, Santa Barbara, Santa Clara, Santa Cruz^a, Sonoma, Tulare and Ventura. Please note that if the installation of the burglar alarm and fire alarm are integrated, then the classification for the fire alarm installation listed below applies.

Fire alarm installation is performed at the rate of pay of the Electrician determination for Inside Wireman in the following counties: Alpine, Amador, Butte, Colusa, Contra Costa, Del Norte, El Dorado, Fresno^b, Glenn, Humboldt, Imperial, Inyo, Kern, Kings^b, Lake, Lassen, Los Angeles, Madera^b, Marin, Mariposa, Mendocino, Merced, Mono, Monterey^a, Nevada, Placer, Plumas, Riverside, Sacramento, San Benito^a, San Bernardino, San Diego, San Francisco, San Luis Obispo, Santa Barbara, Santa Clara, Santa Cruz^a, Shasta, Sierra, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare^b, Tuolumne, Ventura, Yolo and Yuba.

Please refer to the county determinations to find the rates for the classifications referenced above. The scope of work for each of these classifications is posted on the Internet at http://www.dir.ca.gov/DLSR. This information may also be requested from the Division of Labor Statistics and Research, Prevailing Wage Unit by calling (415) 703-4774, by faxing a request to (415) 703-4771 or by writing to:

California Department of Industrial Relations Division of Labor Statistics and Research Prevailing Wage Unit P.O. Box 420603 San Francisco, CA 94142 For questions on burglar alarm and/or fire alarm installation in any county not listed above, please send a written request to the above address. Please note that classification determinations are issued on a project-by-project basis. Requests should include all relevant documents including but not limited to the contract, financial documents, plans, specifications, as well as contact information for the Awarding Body.

Sincerely,

Chuck Cake

Chief Deputy Director

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^a Installation of conduit, boxes, cables and devices is performed at the Inside Wireman rate, and the final connection and programming is performed at the Comm and System Installer rate.

^b Conduit installation and wire pull are performed at the Inside Wireman rate, and the termination, setting of devices, wiring of control panel and system performance checks are performed at the Comm and System Installer rate.

DEPARTMENT OF INDUSTRIAL RELATIONS OFFICE OF THE DIRECTOR 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603
San Francisco CA 94142-0603

March 11, 2003

IMPORTANT NOTICE TO AWARDING BODIES AND INTERESTED PARTIES REGARDING THE TELEPHONE INSTALLATION WORKER

Based upon the attached communications dated February 20, 2002, from Bill Quirk of the Communications Workers of America to Chuck Cake, Acting Director of the Department of Industrial Relations, the Office of the Director has determined the following:

Effective March 21, 2003, for all projects advertised for bids as of this date and prospectively which involve voice, data, and video communications work, the scope of work for this determination is clarified to exclude conduit work except in cases involving conduit runs of less than or equal to ten (10) feet within telecommunications rooms/closets.

FEB 20'02 17:56 No.004 P.0 Page 1 of 1

Bill Quirk - Conduit issues

From:

Bill Quirk

To:

ccake

Date:

02/20/2002 5:10 PM ·

Subject:

Conduit issues

>>> Bill Quirk Wodnesday, Fobruary 20, 2002 3:27:57 PM>>>

Door Chuck,

I hope the information below will help you.

For C7 licensed contractors with whom CWA holds a collective bargaining agreement in the State of California, 1 believe the following statement covers 95 % of work performed by our members.

The scope of work that CWA members perform requires the running of conduit from time to three. This conduit work is typically coincidental to Telecommunications work and normally in telecommunications rooms? closets, Usually the conduit run is not longer than 10 feet.

Sincerely.

Bill Quirk Assistant to Vice President Communications Workers of America, District 9 DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



February 22, 2004

NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SOUTHERN CALIFORNIA AND SAN DIEGO LANDSCAPE/IRRIGATION LABORER/TENDERS' GENERAL PREVAILING WAGE DETERMINATIONS

The classifications and types of work listed below, as identified in the Laborers' 2003-2008 Landscape Master Agreement by and between the Southern California District Council of Laborers and California Landscape and Irrigation Council, Inc., have not been published or recognized by the Department of Industrial Relations in the February 22, 2004 issuance of the Southern California and San Diego Landscape/Irrigation Laborer/Tenders' general determinations, SC-102-X-14-2004-1 and SD-102-X-14-2004-1. The rates associated with these unrecognized classifications and types of work **SHALL NOT** be applied or used on public works projects for the associated type of work.

The following classifications and types of work have not been adopted for public works projects:

Classifications

- Landscape/Irrigation Equipment Operator
- Landscape/Irrigation Truck Driver

Types of Work

- The operation of horizontal directional drills, including operation of drill and electronic tracking device (locator) and related work.
- Installation and cutting of pavers and paving stones.
- Operation of pilot trucks.
- *The operation of all landscape/irrigation equipment and landscape/irrigation trucks.

^{*} This shall include all of the classifications listed in the prevailing wage determinations for Landscape Operating Engineer (SC-63-12-33-2004-1), Operating Engineers (SC-23-63-2-2003-2 and SD-23-63-3-2003-2), and Teamster (SC-23-261-2-2003-1 and SD-23-261-3-2003-2) in all the Southern California counties, including San Diego County.

STATE OF CALIFORNIA

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102 Tel: (415) 703-5050 Fax: (415) 703-5059/8

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



February 25, 2004

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING BURGLAR ALARM AND FIRE ALARM INSTALLATION

Dear Public Official/Other Interested Parties:

This notice amends the March 5, 2003, Important Notice regarding the minimum rate of pay for work involving the installation of burglar and fire alarms in **Imperial** and **San Diego** Counties.

The minimum rate of pay for burglar and fire alarm installation would be that of the craft/classification of Electrician/Soundman when performing the following: installing, terminating, operating, assembling, wire pulling, splicing, and installing devices.

The minimum rate of pay for burglar and fire alarm installation would be that of the craft/classification of Electrician/Sound and Signal Technician when performing all other work including but not limited to the following: layout, planning, final checkout, servicing, and maintenance.

Please note that the minimum rate of pay for all conduit installation associated with either alarm system installation would be that of the craft/classification of Electrician/Inside Wireman.

Please refer to the county determinations to find the rates for the classifications referenced above. The scope of work for each of these classifications is posted on the Internet at http://www.dir.ca.gov/DLSR. This information may also be requested from the Division of Labor Statistics and Research, Prevailing Wage Unit by calling (415) 703-4774, by faxing a request to (415) 703-4771 or by writing to:

California Department of Industrial Relations Division of Labor Statistics and Research Prevailing Wage Unit P.O. Box 420603 San Francisco, CA 94142

These changes apply to public works projects advertised for bid on or after March 6, 2004.



March 3, 2004

IMPORTANT NOTICE TO AWARDING BODIES AND ALL INTERESTED PARTIES REGARDING A CORRECTION IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATION

CRAFT: Landscape/Irrigation Laborer/Tender (pg. 18-A)

DETERMINATION: SC-102-X-14-2004-1A

LOCALITY: All Localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.

• The Issue Date shown on the above named determination is incorrect. The correct Issue Date should be **February 22, 2004** instead of **August 22, 2002**.

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



March 12, 2004

IMPORTANT NOTICE TO AWARDING BODIES AND ALL INTERESTED PARTIES REGARDING CORRECTIONS TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

CRAFT/CLASSIFICATION: #ELECTRICIAN: INSIDE WIREMAN AND CABLE SPLICER (ALL SHIFTS)

Determination: ALP-2004-1, AMA-2004-1, BUT-2004-1, COL-2004-1, ELD-2004-1, GLE-2004-1, LAS-2004-1, NEV-2004-1, PLA-2004-1, PLU-2004-1, SAC-2004-1, SIE-2004-1, SHA-2004-1, SHA-2004-1, TEH-2004-1, TRI-2004-1, YOL-2004-1, and YUB-2004-1

Locality: All localities within Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehama, Trinity, Yolo, and Yuba counties

The prevailing wage information published for Inside Wireman and Cable Splicer in the above referenced counties and determinations are incorrect. The following are the correct wage rates, which were issued in the following determinations: ALP-2003-2, AMA-2003-2, BUT-2003-2, COL-2003-2, ELD-2003-2, GLE-2003-2, LAS-2003-2, NEV-2003-2, PLA-2003-2, PLU-2003-2, SAC-2003-2, SIE-2003-2, SIE-2003-2, SIE-2003-2, TEH-2003-2, TRI-2003-2, YOL-2003-2, and YUB-2003-2

Issue Date: August 22, 2003 Expiration Date: May 31, 2004*

		Em	ployer Payme	ents		Straight	t-Time	Overtime Hourly Rate			
<u>Craft</u>	Basic Hourly <u>Rate</u>	Health and <u>Welfare</u>	(a) <u>Pension</u>	Vacation and <u>Holiday</u>	Training and/or <u>Other</u>	<u>Hours</u>	Total Hourly <u>Rate</u>	<u>Daily</u>	<u>Saturday</u>	Sunday/ <u>Holiday</u>	
Electrician:											
Inside Wireman	32.71	5.21	3.23	b	.86	8	42.01	58.855	58.855	75.70	
Inside Wireman (2 nd shift)	35.98	5.21	3.33	b	.86	(c) 7.5	45.38	63.91	(e) 63.91	75.70	
Inside Wireman (3 rd shift)	37.62	5.21	3.38	b	.86	(d) 7	47.07	66.445	(e) 66.445	75.70	
Cable Splicer	35.98	5.21	3.33	b	.86	8	45.38	63.91	63.91	82.44	
Cable Splicer (2 nd shift)	39.25	5.21	3.43	b	.86	(c) 7.5	48.75	68.965	(e) 68.965	82.44	
Cable Splicer (3 rd shift)	40.89	5.21	3.48	b	.86	(d) 7	50.44	71.50	(e) 71.50	82.44	

[#] Indicates an apprenticeable craft. Rates for apprentices are available in the general prevailing wage apprentice schedules.

⁽a) Includes an amount for the National Employees Benefit Fund, which is factored at the applicable overtime multiplier for each overtime hour.

⁽b) Included in the basic hourly rate.

⁽c) 8 hours pay for 7.5 hours worked at the straight-time basic hourly rate.

⁽d) 8 hours pay for 7 hours worked at the straight-time basic hourly rate.

⁽e) For all hours worked in excess of the first 8 hours worked on Saturday, use the Sunday and Holiday non-shift differential rate.

STATE OF CALIFORNIA

DEPARTMENT OF INDUSTRIAL RELATIONS Division of Labor Statistics and Research 455 Golden Gate Avenue, 8th Floor San Francisco, CA 94102

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



March 30, 2004

IMPORTANT NOTICE TO AWARDING BODIES AND ALL INTERESTED PARTIES REGARDING CORRECTIONS TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

CRAFT/CLASSIFICATION: PLUMBER: PLUMBER, PIPEFITTER, STEAMFITTER, AND SERVICE & REPAIR (HVAC)

Determination: ALA-2004-1 and CON-2004-1

Locality: All localities within Alameda and Contra Costa counties

The prevailing wage information published in the above referenced determinations for Plumber: Plumber: Pipefitter, Steamfitter, and Service and Repair (HVAC) in Alameda County and for Plumber: Steamfitter in Contra Costa County is incorrect. The following are the correct wage rates, which were issued in the following determinations: ALA-2003-2 and CON-2003-2

Issue Date: August 22, 2003 Expiration Date: June 30, 2004**

			Employer F	Payments		Straight	:-Time	Ove	ertime Hourly	Rate
<u>Craft</u>	Basic Hourly <u>Rate^a</u>	Health and <u>Welfare</u>	Pension ^b	Vacation and <u>Holiday</u>	Training and/or <u>Other</u>	<u>Hours</u>	Total Hourly <u>Rate</u>	<u>Daily</u>	<u>Saturday</u>	Sunday/ <u>Holiday</u>
Alameda County Plumber: Plumber, Pipefitter, Steamfitter Service & Repair	36.51 36.51	10.15 10.15	6.54 6.54	Ī	0.90 0.90	8 8	54.10 54.10	73.23° 73.23	73.23° 73.23	92.36 92.36 ^d
Contra Costa County Plumber: Steamfitter	36.51	10.15	6.54	-	0.90	8	54.10	73.23 ^c	73.23 ^c	92.36

a) Includes amount withheld for dues check off.

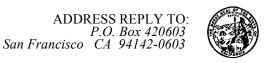
b) Includes an amount for supplemental pension, which is factored at the applicable overtime rate.

c) Rate applies to the first 2 daily overtime hours and the first 10 hours on Saturday; all other time is paid at the Sunday and Holiday overtime hourly rate.

d) Rate applies to work performed on the following holidays only: New Year's Day, Labor Day, Thanksgiving Day, and Christmas Day. Work performed on Sundays and the remainder of holidays are paid at the Saturday overtime hourly rate.

DEPARTMENT OF INDUSTRIAL RELATIONS DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 8th Floor San Francisco, CA 94102



IMPORTANT NOTICE TO AWARDING BODIES AND ALL INTERESTED PARTIES REGARDING <u>CHANGES</u> IN THE GENERAL PREVAILING WAGE APPRENTICE DETERMINATION

INTERIM SCHEDULE FOR THE CRAFT OF APPRENTICE CARPENTER

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

SCHEDULE: APP-23-31-1-2004-2 ISSUE DATE: April 21, 2004

JOURNEYMAN DETERMINATION REFERENCE: NC-23-31-1-2004-1; NC-23-31-11-2003-1; NC-23-31-1-2004-1A; NC-23-31-1-2004-1B

LOCALITY: ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

NOTE: AN APPRENTICE'S HOURLY RATE IS A PERCENTAGE OF THE JOURNEYMAN'S HOURLY RATE FOUND ON PAGES 34 AND 36 OF THE GENERAL PREVAILING WAGE DETERMINATIONS; THE EMPLOYER PAYMENTS MAY VARY. THE CURRENT HOURLY WAGE AND EMPLOYER PAYMENTS SHALL BE PAID IN ACCORDANCE WITH THE PROVISIONS OF THE CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, §1770, §1773 AND §1773.1.

CLASSIFICATION			PERIO	DIC WAG	GE PERC	ENTAGE	PROGRES	SIONS ^a		EMPLOYE	R PAYMENTS		
	1st 2nd 3rd 4th 5^{th} 6th 7th 8^{th}					Health& Welfare	Pension	Vacation b Holiday	Training	Other ^C Payments			
Carpenter/Millwright/ Bridge Builder ^h	60%	65%	70%	75%	80%	85%	90%	95%	Full ^g	d	e	Full ^g	f
Acoustical Ceiling Installer/ Insulator ^h	60%	65%	70%	75%	80%	90%			Full ^g	d	e	Full ^g	f
Hardwood Floorlayer	60%	65%	70%	75%	80%	90%			Full ^g	d	e	Full ^g	f
Pile Driver	60%	65%	70%	75%	80%	85%	90%	95%	Full ^g	d	e	Full ^g	f
Scaffold Erection	60%	65%	70%	75%	80%	85%	90%	95%	Full ^g	d	e	Full ^g	f

^a THE STEPS (PERIODS) ARE IN 6 MONTH INTERVALS.

NOTE: TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS AT (510) 622-3259.

b INCLUDES AN AMOUNT FOR WORK FEES.

^c ANNUITY TRUST FUND, INDUSTRY ADVANCEMENT, AND WORK PRESERVATION.

 $^{^{}m d}$ FIRST FOUR STEPS RECEIVE NO EMPLOYER PAYMENT. REMAINING STEPS RECEIVE FULL EMPLOYER PAYMENT.

^e FIRST STEP RECEIVES NO VACATION BUT DOES RECEIVE WORK FEES, REMAINING STEPS RECEIVE FULL EMPLOYER PAYMENT.

^f FIRST TWO STEPS RECEIVE NO ANNUITY TRUST FUND. REMAINING STEPS RECEIVE FULL EMPLOYER PAYMENT.

g full means the apprentice receives the employer payment at an amount equal to the journeyman.

h BRIDGE BUILDERS, ACOUSTICAL CEILING INSTALLERS, AND INSULATORS APPRENTICE WAGE RATES ARE CALCULATED BASED ON THE JOURNEYMAN CARPENTER WAGE RATE.



IMPORTANT NOTICE TO AWARDING BODIES & ALL INTERESTED PARTIES REGARDING <u>CHANGES</u> TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

INTERIM DETERMINATION FOR THE CRAFT OF #ELECTRICIAN: SOUND AND SIGNAL TECHNICIAN AND SOUNDMAN

Issue Date: May 3, 2004

Expiration date of determination: May 31, 2004** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774.

Localities: All localities within Imperial and San Diego Counties.

Effective May 13, 2004, these wage rates supersede the Electrician: Sound and Signal Technician and Soundman wage rates issued in the General Prevailing Wage Determinations IMP-2004-1 and SDI-2004-1.

		E	mployer Pay	ments	Straight	-Time	Over	time Hour	ly Rate	
	Basic Hourly	Health And	-	Vacation And	Training And/or		Total Hourly			Sunday/
<u>Craft</u>	Rate	Welfare	Pension ^a	Holiday	Other	Hours	Rate	Daily ^b	Saturday ^c	Holiday
#Electrician: Sound and Signal Technician Soundman	\$21.45 \$17.16	\$4.48 \$4.07	\$2.05 \$1.64	 	\$0.55 \$0.55	8 8	\$29.17 \$23.93	\$40.215 \$32.765	\$20.215 \$32.765	\$51.26 \$41.60

^a In addition, an amount equal to 3% of the basic hourly rate is added to the total hourly rate and overtime hourly rates for the National Employees Benefit Fund.

[#] Indicates an apprenticeable craft.

^b Rate applies to first 4 daily overtime hours; all other time is paid at the Sunday and Holiday rate.

^c Applies to the first 8 hours; all other time will be paid at double the straight-time rate. If the work week is Tuesday through Saturday, the Saturday following a recognized holiday which falls on Monday, shall be paid a 1 ½ straight-time rate.



May 3, 2004

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES REGARDING THE MODIFICATION OF PREDETERMINED INCREASES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

Dear Public Official/Other Interested Party:

The following is the **modification** of the predetermined increases for the following craft(s) or classification(s) listed below.

- Craft: Electrician
- Classification(s): Sound and Signal Technician and Soundman
- Localities: Imperial and San Diego Counties
- **Determination(s):** IMP-2004-1 and SDI-2004-1

The predetermined wage increase effective on <u>June 1, 2004</u> has been modified as follows:

Sound and Signal Technician:

Effective June 1, 2004, there will be a \$0.20 increase to the Basic Hourly Rate, a \$0.80 increase to Health and Welfare, and a \$0.01 increase to National Employee Benefit Fund.

Soundman:

Effective June 1, 2004, there will be a \$0.16 increase to the Basic Hourly Rate, a \$0.80 increase to Health and Welfare, and a \$0.01 increase to National Employee Benefit Fund.

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR
455 Golden Gate Avenue, Tenth Floor
San Francisco, CA 94102
(415) 703-5050



May 3, 2004

IMPORTANT NOTICE

DECISIONS ON APPEAL

TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING THE APPLICATION AND SCOPE OF PUBLIC WORKS COVERAGE DETERMINATIONS:

PW CASE NO. 2000-027: CUESTA COLLEGE/OFF-SITE FABRICATION OF SHEET METAL

AND

PW CASE NO. 2002-064: CITY OF SAN JOSE/SJSU JOINT LIBRARY PROJECT/ OFF-SITE FABRICATION OF ELECTRICAL COMPONENTS

On March 4, 2003, the Acting Director of the Department of Industrial Relations issued the above-referenced precedential public works coverage determinations concerning public works coverage of off-site fabrication. As a result of the filing of administrative appeals from these determinations pursuant to 8 California Code of Regulations, section 16002.5, the implementation of the public works coverage tests enunciated in the determinations was stayed effective March 4, 2003.

The appeals are decided and, effective immediately, the determinations are withdrawn. The prior precedential public works coverage determinations and decisions on appeal concerning the issues in these determinations control. (See, Imperial Prison II, South, PW 92-036 (April 5, 1994) and San Diego City Schools/Construction of Portable Classrooms, PW 1999-032 (June 23, 2009).)

John M. Rea

Acting Director



May 6, 2004

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES REGARDING THE CORRECTION OF PREDETERMINED INCREASES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

Dear Public Official/ Other Interested Party:

The following is a correction of predetermined increases for the craft(s) or classification(s) listed below.

CRAFT: Drywall Installer/Lather (Carpenter) pg. 35

DETERMINATION: NC-31-X-16-2004-1

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

The predetermined increase for **Drywall Installer/Lather** effective August 1, 2007 was incorrectly worded as:

Effective August 1, 2007, there will be an increase of \$1.00 to Basic Hourly Rate. For projects with a total bid value of \$50 million or more in Areas 2 and 3, bid on or after August 1, 2007, wage rates shall be \$3.50 per hour above the applicable Area 2 and Area 3 wage rates.

The **correct** wording should read:

Effective August 1, 2007, there will be an increase of \$1.00 to Basic Hourly Rate. For projects with a total base bid value of \$50 million or more in Areas 2 and 3, bid on or after August 1, 2007, wage rates shall be the applicable Area 2 and Area 3 wage rates.

The predetermined increase for **Stocker**, **Scrapper** effective August 1, 2007 was incorrectly worded as:

Effective August 1, 2007, there will be an increase of \$0.50 to Basic Hourly Rate. For projects with a total bid value of \$50 million or more in Areas 2 and 3, bid on or after August 1, 2007, wage rates shall be \$1.75 per hour above the applicable Area 2 and Area 3 wage rates.

The **correct** wording should read:

Effective August 1, 2007, there will be an increase of \$0.50 to Basic Hourly Rate. For projects with a total base bid value of \$50 million or more in Areas 2 and 3, bid on or after August 1, 2007, wage rates shall be the applicable Area 2 and Area 3 wage rates.

With the exception of this correction, the allocated increases indicated on the March 3, 2004 Predetermined Increases notice remain unchanged.



May 13, 2004

IMPORTANT NOTICE TO AWARDING BODIES AND ALL INTERESTED PARTIES REGARDING A CORRECTION TO THE INTERIM DETERMINATION ISSUED ON MAY 3, 2004 FOR THE CRAFT OF ELECTRICIAN: SOUND AND SIGNAL TECHNICIAN AND SOUNDMAN

Dear Public Official/Other Interested Parties:

CRAFT/CLASSIFICATION: Electrician: Sound and Signal Technician LOCALITY: All Localities within Imperial and San Diego Counties.

• The Saturday overtime hourly rate shown on the May 3, 2004 interim determination is incorrect. The correct Saturday overtime hourly rate should be \$40.215 instead of \$20.215.

With the exception of this change, all of the wage rates and other conditions found in the Interim Determination issued on May 3, 2004 remain in effect.



June 9, 2004

IMPORTANT NOTICE TO AWARDING BODIES AND ALL INTERESTED PARTIES REGARDING A CORRECTION TO THE MODIFICATION NOTICE ISSUED ON MAY 3, 2004, FOR THE CRAFT OF ELECTRICIAN: SOUND & SIGNAL TECHNICIAN & SOUNDMAN

Craft(s): Electrician

Classification(s): Soundman

Locality: All localities within Imperial and San Diego Counties

On May 3, 2004, an Important Notice for the above referenced classifications was issued modifying the predetermined increases effective June 1, 2004 for determinations IMP-2004-1 and SDI-2004-1. The following provides clarification regarding the predetermined wage increase for the Soundman classification only. The predetermined increase for the Sound and Signal Technician classification remains unchanged.

• For projects advertised for bids prior to May 13, 2004

Effective on June 1, 2004, the following increase applies:

\$0.80 to wages and or employer payments

• For projects advertised for bids on or after May 13, 2004

Effective June 1, 2004, the following predetermined increase applies:

\$0.16 to the Basic Hourly Rate \$0.80 to Health and Welfare

\$0.01 to National Employee Benefit Fund

STATE OF CALIFORNIA

DEPARTMENT OF INDUSTRIAL RELATIONS Division of Labor Statistics and Research 455 Golden Gate Avenue, 8th Floor San Francisco, CA 94102



June 9, 2004

IMPORTANT NOTICE TO AWARDING BODIES & ALL INTERESTED PARTIES REGARDING A CORRECTION TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

CRAFT: Electrician

CLASSIFICATIONS: Inside Wireman, Cable Splicer, and Tunnel Wireman (All shifts)

DETERMINATION: SBR-2004-1

LOCALITY: All localities within San Bernardino County

Footnote "J" and Footnote "E" (for the shift differential determination) is incorrect. Instead of "ZONE ONE IS DEFINED AS THE PORTION OF THE COUNTY WITHIN AN 80-MILE RADIUS OF THE MAIN POST OFFICE LOCATED IN THE CITY OF SAN BERNARDINO. RATES FOR ZONE TWO WILL BE FURNISHED UPON REQUEST."

The correct footnote should be as follows: **ZONE A IS DEFINED AS THE PORTION OF THE COUNTY 80 ROAD MILES FROM POST OFFICE, 455 ORANGE SHOW LANE, SAN BERNARDINO. RATES FOR ZONE B WILL BE FURNISHED UPON REQUEST.**

With the exception of the correction stated above, all of the wage rates and other conditions found in General Prevailing Wage Determination SBR-2004-1 remain in effect.



June 9, 2004

IMPORTANT NOTICE TO AWARDING BODIES AND ALL INTERESTED PARTIES REGARDING A CORRECTION TO THE DIRECTORS GENERAL PREVAILING WAGE DETERMINATION

Dear Public Official/Other Interested Parties:

CRAFT: Pile Driver (Carpenter) pg. 36

CLASSIFICATION: Pile Driver, Wharf, and Dock Builder

DETERMINATION: NC-23-31-11-2003-1

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

• The Total Hourly Rate shown for the above-named classification is incorrect. The correct total hourly rate should be \$45.195 instead of \$45.915

With the exception of this change, all of the wage rates and other conditions found in the above determination remain in effect.



IMPORTANT NOTICE TO AWARDING BODIES AND ALL INTERESTED PARTIES REGARDING <u>CHANGES</u> TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

INTERIM DETERMINATION FOR THE CRAFT OF #PLUMBER: FIRE SPRINKLER FITTER

Issue Date: June 9, 2004

Expiration Date of Determination: August 31, 2004** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774. **Localities:** Parts of Los Angeles^a, Orange^b, Ventura^c and San Bernardino^d Counties.

Effective June 19, 2004, these wage rates supersede the Plumber: Fire Sprinkler Fitter wage rates issued in the General Prevailing Wage Determinations LOS-2004-1, ORA-2004-1, VEN-2004-1, and SBR-2004-1.

			Employer Pa	ayments_			Straight	<u>Time</u>	<u>Overtii</u>	me Hourly F	<u>Rate</u>
Classification	Basic Hourly	Health and		Vacation and		Other		Total Hourly	Daily	Saturday	Sunday/ Holiday
	Rate	Welfare	Pension	Holiday	Training	Payments	Hours	Rate	1 1/2X	1 1/2X	2X_
Fire Sprinkler Fitter (protection and control systems, overhead and underground)	\$31.23	\$5.90	\$7.55	e	\$0.65	\$0.25 ^f	8	\$45.58	\$61.195	\$61.195 ^g	\$76.81

[#] Indicates an apprenticeable craft. Please refer to the corresponding interim apprentice schedule issued on June 9, 2004 for above counties and crafts.

^a Rate applies to Los Angeles city limits and twenty-five (25) miles beyond city limits of Los Angeles.

b Rate applies to Orange County, except the following Cities or Communities: Aliso Viejo, Capistrano Beach, Coto De Caza, Daina Point, El Torousmc Air Station, Emerald Bay, Laguna Beach, Laguna Hills, Laguna Niguel, Lake Forest, Leisure World (Laguna Beach Area), Mission Viejo, Modjeska, Rancho Santa Margarita, San Clemente, Three Arch Bay, San Juan Capistrano, San Juan Hotsprings, Silverado Canyon, South Laguna & Trabuco Canyon.

^c Rate applies to Ventura County except for the following cities or communities: Casitas Springs, Colonia, El Rio, Faria, Foster Park, Hollywood Beach, La Conchita, Live Oak Acres, Lockwood Valley, Meiners Oaks, Miramonte, Montalvo, Oak View, Ojai, Oxnard, Pierpont Bay, San Buenaventura, Saticoy, Seacliff, Solimar Beach, Summit, Ventura And Wheeler Springs.

d Applies to the cities of Ontario and Montclair.

^e Included in the Basic Hourly Rate

f Amount is for Industry Promotion Fund

^g Rate applies to first ten hours worked Saturday. All other hours are to be paid at Sunday/Holiday Rate.



IMPORTANT NOTICE TO AWARDING BODIES AND ALL INTERESTED PARTIES REGARDING <u>CHANGES</u> TO THE DIRECTOR'S GENERAL PREVAILING WAGE APPRENTICE SCHEDULES

INTERIM APPRENTICE SCHEDULE FOR THE CRAFT OF PLUMBER: FIRE SPRINKLER FITTER

ISSUE DATE: June 9, 2004

JOURNEYMAN DETERMINATION REFERENCE(S): Please refer to the corresponding interim prevailing wage determination issued on June 9, 2004.

LOCALITIES: Parts of Los Angeles^a, Orange^b, Ventura^c, and San Bernardino^d Counties

PERIODIC WAGE PERCENTAGE PROGRESSIONS

EMPLOYER PAYMENTS

CLASSIFICATION	1 st Period	2 nd Period	3 rd Period	4 th Period	5 th Period	6 th Period	7 th Period	8 th Period	9 th Period	10 th Period	Health & Welfare	Pension	Vacation / Holiday	Training	Other Payments
Fire Sprinkler Fitter	30%	35%	40%	45%	55%	60%	65%	70%	80%	85%	e	f	g	h	h

^a Rate applies to Los Angeles city limits and twenty-five (25) miles beyond city limits of Los Angeles.

b Rate applies to Orange County, except the following Cities or Communities: Aliso Viejo, Capistrano Beach, Coto De Caza, Daina Point, El Torousmc Air Station, Emerald Bay, Laguna Beach, Laguna Hills, Laguna Niguel, Lake Forest, Leisure World (Laguna Beach Area), Mission Viejo, Modjeska, Rancho Santa Margarita, San Clemente, Three Arch Bay, San Juan Capistrano, San Juan Hotsprings, Silverado Canyon, South Laguna & Trabuco Canyon.

^c Rate applies to Ventura County except for the following cities or communities: Casitas Springs, Colonia, El Rio, Faria, Foster Park, Hollywood Beach, La Conchita, Live Oak Acres, Lockwood Valley, Meiners Oaks, Miramonte, Montalvo, Oak View, Ojai, Oxnard, Pierpont Bay, San Buenaventura, Saticoy, Seacliff, Solimar Beach, Summit, Ventura And Wheeler Springs.

^d Applies to the cities of Ontario and Montclair.

^e First four steps, contact the Division of Apprenticeship Standards. The remaining steps (5-10) receive the full amount.

^f First three steps receive no employer payment. For remaining steps, contact the Division of Apprenticeship Standards at (415) 703-4920.

^g Included in hourly wage.

^h First two steps receive no employer payment. For remaining steps, contact the Division of Apprenticeship Standards at (415) 703-4920.

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



IMPORTANT NOTICE TO AWARDING BODIES AND ALL INTERESTED PARTIES REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

INTERIM DETERMINATION FOR THE CRAFT OF #PLUMBER: PIPEFITTER, STEAMFITTER

Issue Date: June 9, 2004 (This interim prevailing wage determination applies to public works projects advertised for bids on or after June 19, 2004)

Locality: All localities within Alameda and Contra Costa counties

Expiration Date: June 30, 2004** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for the specific rates at (415) 703-4774.

			Emplo	yer Paymer	nts		<u>Straig</u>	ht-Time	Ove	rtime Hourly	Rate
<u>Craft</u>	Basic Hourly <u>Rate^a</u>	Health and <u>Welfare</u>	Pension ^b	Vacation and <u>Holiday</u>	Training	<u>Other</u>	<u>Hours</u>	Total Hourly <u>Rate</u>	<u>Daily^c</u>	<u>Saturday^c</u>	Sunday/ <u>Holiday</u>
Alameda County Plumber: Pipefitter, Steamfitter	\$36.51	\$10.15	\$6.54	-	\$0.90	\$0.26	8	\$54.36	\$73.49	\$73.49	\$92.62
Contra Costa County Plumber: Steamfitter	\$36.51	\$10.15	\$6.54	-	\$0.90	\$0.26	8	\$54.36	\$73.49	\$73.49	\$92.62

Note: The Plumber: Service & Repair (HVAC) classification for Alameda County has been deleted from the Director's General Prevailing Wage Determinations, and is not applicable to public works projects advertised for bids on or after June 19, 2004.

b) Includes an amount for supplemental pension, which is factored at the applicable overtime rate.

^{**} The following increases apply to projects advertised for bids on or after June 19, 2004: Effective July 1, 2004, there will be a \$3.55 wage increase to wages and or employer payments. Effective July 1, 2005, there will be a \$3.25 increase to wages and or employer payments.

[#] Indicates an apprenticeable craft. Please refer to the corresponding interim apprentice schedule issued on June 9, 2004 for the above counties and craft.

a) Includes amount withheld for dues check off.

c) Rate applies to the first 2 daily overtime hours and the first 10 hours on Saturday; all other time is paid at the Sunday and Holiday overtime hourly rate.

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



IMPORTANT NOTICE TO AWARDING BODIES AND ALL INTERESTED PARTIES REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE APPRENTICE SCHEDULES

INTERIM APPRENTICE SCHEDULE FOR THE CRAFT OF PLUMBER: PIPEFITTER, STEAMFITTER

Issue Date: June 9, 2004 (This interim apprentice schedule applies to public works projects advertised for bids on or after June 19, 2004)

Locality: All localities within Alameda and Contra Costa counties

Journeyman Determination Reference: Please refer to the corresponding interim prevailing wage determination issued on June 9, 2004 for the above counties.

			Peri	odic Wa	ge Perce	entage Pi	rogressi	ons		Employer Payments						
Craft	a 1st	a 2nd	a 3rd	a 4th	a 5th	a 6th	a 7th	a 8th	a 9th	a 10th	Health & Welfare	Pension	Vacation/ Holiday	Training	Other	
Alameda County Plumber: Pipefitter, Steamfitter	40%	45%	50%	55%	60%	65%	70%	75%	80%	85%	b	С	None	Full	Full	
Contra Costa County Plumber: Steamfitter	40%	45%	50%	55%	60%	65%	70%	75%	80%	85%	b	С	None	Full	Full	

- (a) The duration per period is 6 months. To obtain the base hourly wage per period and the amount for dues check off, contact the Division of Apprenticeship Standards at (415) 703-4920.
- (b) To obtain information on employer payments, contact the Division of Apprenticeship Standards at (415) 703-4920.
- (c) First two steps, contact the Division of Apprenticeship Standards. The remaining steps receive the full amount.

Note: Full means that the apprentice receives this employer payment at an amount equal to the journeyman.

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



IMPORTANT NOTICE TO AWARDING BODIES AND ALL INTERESTED PARTIES REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

INTERIM DETERMINATION FOR THE CRAFT OF #ELECTRICIAN: COMMUNICATIONS & SYSTEMS INSTALLER AND TECHNICIAN

Issue Date: June 9, 2004 (This interim prevailing wage determination applies to public works projects advertised for bids on or after June 19, 2004)

Locality: Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, and Sonoma counties.

Expiration Date: November 30, 2004** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for the specific rates at (415) 703-4774.

			Em		Straig	ht-Time	Overtime Hourly Rate				
<u>Craft</u>	Basic Hourly <u>Rate</u>	Health and <u>Welfare</u>	a <u>Pension</u>	Vacation and <u>Holiday</u>	<u>Training</u>	b <u>Other</u>	<u>Hours</u>	Total Hourly <u>Rate</u>	<u>Daily</u>	<u>Saturday</u>	Sunday/ Holiday
Electrician:											
Communications &											
Systems Installer	\$24.57	\$4.45	\$2.85	-	\$0.65	\$0.28	8	\$33.54	\$46.255 ^c	\$46.255 ^c	\$58.97
2 nd Shift	\$25.32	\$4.45	\$2.85	-	\$0.65	\$0.29	8	\$34.32	\$47.42	\$46.255	\$58.97
3 rd Shift	\$25.57	\$4.45	\$2.85	-	\$0.65	\$0.29	8	\$34.58	\$47.81	\$46.255	\$58.97
Communications &											
Systems Technician	\$27.98	\$4.45	\$2.85	-	\$0.65	\$0.30	8	\$37.07	\$51.55 ^c	\$51.55 ^c	\$66.03
2 nd Shift	\$28.73	\$4.45	\$2.85	-	\$0.65	\$0.30	8	\$37.84	\$52.72	\$51.55	\$66.03
3 rd Shift	\$28.98	\$4.45	\$2.85	-	\$0.65	\$0.30	8	\$38.10	\$53.10	\$51.55	\$66.03

^{**} The following increases apply to projects advertised for bids on or after June 19, 2004:

Communications & Systems Installer - effective December 1, 2004, there will be a \$1.45 allocation to wages and or employer payments. Effective December 1, 2005, there will be a \$1.55 allocation to wages and or employer payments.

Communications & Systems Technician - effective December 1, 2004, there will be a \$1.65 allocation to wages and or employer payments. Effective December 1, 2005, there will be a \$1.76 allocation to wages and or employer payments.

[#] Indicates an apprenticeable craft. Please refer to the corresponding interim apprentice schedule issued on June 9, 2004, for the above counties and craft.

a) In addition, an amount equal to 3% of the basic hourly rate is added to the daily and overtime hourly rate for NEBF.

b) Includes an amount equal to 0.5% of the basic hourly rate, which is factored at the applicable overtime multiplier for the Administrative Maintenance Fund.

c) Rate applies to the first 4 daily overtime hours and the first 8 hours worked on Saturday. All other time is paid at the Sunday and Holiday overtime hourly rate.

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



IMPORTANT NOTICE TO AWARDING BODIES AND ALL INTERESTED PARTIES REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE APPRENTICE SCHEDULES

INTERIM APPRENTICE SCHEDULE FOR THE CRAFT OF ELECTRICIAN: COMMUNICATIONS & SYSTEMS INSTALLER AND TECHNICIAN

Issue Date: June 9, 2004 (This interim apprentice schedule applies to public works projects advertised for bids on or after June 19, 2004)

Locality: Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, and Sonoma counties.

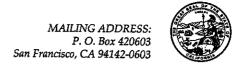
Journeyman Determination Reference: Please refer to the corresponding interim prevailing wage determination issued on June 9, 2004 for the above craft and counties.

PERIODIC WAGE PERCENTAGE PROGRESSIONS EMPLOYER PAYMENTS

Craft	a 1st	a 2nd	a 3rd	a 4th	a 5th	a 6th	Health & Welfare	b Pension	Vacation/ Holiday	Training	c Other
Electrician: Communications & Systems Installer and Technician	55%	60%	65%	70%	80%	90%	Full	Full	None	Full	Full

- (a) The duration per period is 800 hours.
- (b) In addition, an amount equal to 3% of the basic hourly rate is added for the National Employees Benefit Board.
- (c) To obtain information on employer payments contact the Division of apprenticeship Standards at (415) 703-4920.

Note: Full means that the apprentice receives this employer payment at an amount equal to the journeyman.



SCOPE OF WORK PROVISIONS

FOR

ELECTRICIAN: COMMUNICATIONS & SYSTEMS INSTALLER COMMUNICATIONS & SYSTEMS TECHNICIAN

IN

ALAMEDA, CONTRA COSTA, DEL NORTE, HUMBOLDT, LAKE, MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, AND SONOMA COUNTIES

The 9th District Agreement & Northern California & Northern Nevada Addendum No. 2 Sound & Communications Agreement

& The National Electrical Contractors Association
December 1, 2003 through November 30, 2006

The Northern California and Northern Nevada Addendum Number Two ("Addendum No. 2") is by and between the signatory NECA Chapters and signatory IBEW Local Unions. This agreement is an addendum to the 9th District Sound and Communications Agreement which covers California, Oregon, Nevada and Washington. As used in this Addendum, the term "Chapter" shall mean signatory NECA Chapters and the term "Union" shall mean signatory IBEW Local Unions. The term "Addendum" shall refer to the Northern California and Northern Nevada Addendum Number Two.

It shall apply to <u>all firms</u> who sign a <u>Letter of Assent</u> to be bound by the terms of this Agreement. This Agreement shall have no force or effect unless a firm signatory to a Letter of Assent is also signatory to a Letter of Assent to one or more Addendum to this Agreement. All firms must sign a Letter of Assent to the Local Addendum, wherever said firm is performing work covered by this Agreement. Any firm desiring to terminate its Letter of Assent must terminate both Assent to this agreement and Assent(s) to any addendums to which the firm is signatory.

Conditions relevant to a specific geographic area shall be negotiated and made part of this agreement as Addendum's 1, 2, 3, 4, etc., and attached hereto. In the event that a dispute arises between the language of the Addendum and the Master Agreement, the Addendum language shall take precedence, provided such Addendum has been approved, the same as this Agreement.

As used hereinafter in this Agreement the term "Chapter" shall mean the signatory NECA Chapters and the term "Union" shall mean the signatory IBEW Local Unions.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

JUN 0 8 2004

SCOPE

(Refer to Addendum for any regional changes)
The work covered by this Addendum may be performed within the geographical jurisdiction of the following Local Unions: 6, 100, 180.

234, 302, 332, 340, 401, 551, 595, 617, and 684.

The work covered by this Agreement shall include the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

- Background-foreground music
- Intercom and telephone interconnect systems
- 3. Telephone systems
- 4. Nurse call systems
- 5. Radio page systems
- 6. School intercom and sound systems
- 7. Burglar alarm systems
- 8. Low-voltage master clock systems
- 9. Multi-media/multiplex systems
- 10. Sound and musical entertainment systems
- 11. RF Systems
- 12. Antennas and Wave Guide

B. FIRE ALARM SYSTEMS *

- 1. Installation, wire pulling and testing
- C. TELEVISION AND VIDEO SYSTEMS

- 1. Television monitoring and surveillance systems
- 2. Video security systems
- 3. Video entertainment systems
- 4. Video educational systems
- 5. Microwave transmission systems
- 6. CATV and CCTV

D. SECURITY SYSTEMS

- 1. Perimeter security systems
- 2. Vibration sensor systems
- 3. Card access systems
- 4. Access control systems
- 5. Sonar/Infrared monitoring equipment

E. COMMUNICATION SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE SCOPE)

- 1. SCADA (Supervisory Control and Data Acquisition)
- 2. PCM (Pulse Code Modulation)
- 3. Inventory Control Systems
- 4. Digital Data Systems
- 5. Broadband and Baseband and Carriers
- 6. Point of Sale Systems
- 7. VSAT Data Systems
- 8. Data Communication Systems
- 9. RF and Remote Control Systems
- 10. Fiber Optic Data Systems

F. Under the terms of this addendum the following "SCOPE" Language has been agreed to by the parties and is allowed as quoted from the National VDV Agreement.

SCOPE (From the VDV National Agreement)

The work covered by this Agreement shall include the installation, testing, service and maintenance, of all VDV systems which utilize the transmission and/or transference of voice, sound, vision or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground

music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

I. This agreement specifically includes the following work:

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

- 1. Background-foreground music
- 2. Intercom and telephone interconnect systems
- 3. Telephone systems
- 4. Nurse call systems
- 5. Radio page systems
- 6. School intercom and sound systems
- 7. Burglar alarm systems
- 8. Low-voltage master clock systems
- 9. Multi-media/multiplex systems
- 10. Sound and musical entertainment systems
- 11. RF Systems
- 12. Antennas and Wave Guide

B. TELEVISION AND VIDEO SYSTEMS

- 1. Television monitoring and surveillance systems
- 2. Video security systems
- 3. Video entertainment systems
- 4. Video educational systems
- 5. Microwave transmission systems
- 6. CATV and CCTV

C. SECURITY SYSTEMS

- 1. Perimeter security systems
- 2. Vibration sensor systems
- 3. Card access systems
- 4. Access control systems
- 5. Sonar/Infrared monitoring equipment

- D. COMMUNICATION SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE SCOPE)
 - 1. SCADA (Supervisory Control and Data Acquisition)
 - 2. PCM (Pulse Code Modulation)
 - 3. Inventory Control Systems
 - 4. Digital Data Systems
 - 5. Broadband and Baseband and Carriers
 - 6. Point of Sale Systems
 - 7. VSAT Data Systems
 - 8. Data Communication Systems
 - 9. RF and Remote Control Systems
 - 10. Fiber Optic Data Systems
- E. FIRE ALARM SYSTEMS INCLUDING INSTALLATION, WIRE PULLING, AND TESTING, WITH THE FOLLOWING CONDITIONS:

Fire Alarm Systems shall be installed by inside wiremen at the current Inside wage and fringe rate in those areas where the work is historically performed by Inside Journeyman Wiremen. In those areas where fire alarm systems have historically not been performed by Inside Journeyman Wiremen, such work may be performed under this Agreement.

Prior to the effective date of this Agreement, each Local Union/Chapter jurisdiction shall make a determination of who has historically performed fire alarm work in that particular jurisdiction. When there is a mutual agreement by Labor and Management that the work has historically been performed and is currently being performed by Inside Wiremen, then the Inside wage and fringe benefit rate contained in the Site Local Union agreement shall be paid on major remodel and new construction projects, and the work shall be performed under this agreement by Inside Wiremen referred from the Site Local Union. In those areas where there is no mutual agreement, the parties shall submit the issue to the IBEW International Vice President and the NECA Executive Regional Director who have jurisdiction over the site where the work is to be performed for a determination as to whether a

job or class of jobs shall be installed by technicians under the terms and conditions of this agreement. If they are unable to agree, the Inside Wireman's rate of pay in the Site Local Union shall apply and the work shall be installed under this agreement by Inside Wireman. It shall be the responsibility of each individual Local Union/NECA Chapter jurisdiction to make the results of the Local determination available to the International Office of the IBEW and to affected employers prior to the effective date of this Agreement.

- F. VDV SUPPORT SYSTEMS SUCH AS DATA-TRACK, INNERDUCT, OR SIMILAR TYPE RACEWAYS AND LADDER RACK INTENDED SPECIFICALLY FOR THE ABOVE LISTED SYSTEMS.
- II. This Agreement specifically excludes the following work:
 - A. Raceway systems on new construction or major renovation projects when an electrical contractor is on site are not covered under the terms of this Agreement except for those listed in Item I.F, above. Chases, sleeves and/or nipples (not to exceed 10 ft.) may be installed on open wiring systems.
 - B. The complete installation of non-integrated Energy Management Systems, computer systems in industrial applications such as process controls, assembly lines, robotics, and computer controlled manufacturing systems, and all HVAC control work up to the first point of connection to the multipurpose integrated system if so connected shall not be a part of this Agreement.
 - C. Life Safety Systems (not intrinsic to nurse call systems listed in Item I.A, above) shall be excluded from this Agreement
 - D. SCADA (Supervisory Control and Data Acquisition) where not intrinsic to the above listed systems (in the scope).

Nothing contained in this SCOPE or any other section of this agreement shall prevent, a contractor who is signatory to an Inside Agreement in the jurisdiction of the Site Local Union from

performing VDV work under the terms and conditions of that Inside Agreement.

This concludes the reference to the VDV National Agreement Under the terms of this addendum the following "SCOPE" Language has been agreed to by the parties and is allowed as quoted from the National VDV Agreement.

II. This Agreement specifically excludes the following work:

A. Raceway systems are not covered under the terms of this Agreement (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 ft.) may be installed on open wiring systems.

B. Energy management systems

- C. Life Safety Systems (all buildings having floors located more than 75 feet above the lowest floor level having building access) in the Northern California, Northern Nevada Addendum No. 2 shall be excluded from this Agreement unless the parties in any area signatory to the Addendum mutually agree that the Sound and Communications portion only of a Life Safety System may be performed under this Agreement. Except in San Francisco, when required by the manufacturers that distribute through authorized dealerships and franchises or required by specification terminating, programming, testing and start-up may be performed under this Agreement.
- D. SCADA (Supervisory Control and Data Acquisition) where not intrinsic to the above listed systems (in the scope).
- E. *Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the equivalent current Inside wage and fringe rate in those areas where the work is historically performed by Inside Journeyman Wiremen when either of the following two (2) conditions apply:
- 1. The project involves new or major remodel Building Trades construction.
- 2. The conductors for the fire alarm systems are installed in conduit.

In those areas where fire alarm systems have historically not been performed by Inside Journeyman Wiremen, such work may be performed under this Agreement.

Prior to the effective date of this Agreement, each Local Union/Chapter jurisdiction shall make a determination of who has historically performed fire alarm work in that particular jurisdiction. When there is a mutual agreement by Labor and Management that the work has historically been performed and is currently being performed by Inside Wiremen, then the equivalent Inside wage and fringe benefit rate shall be paid on major remodel and Building Trades projects. In those areas where there is no mutual Agreement, the technician's rate shall apply. It shall be the responsibility of each individual Local Union/NECA Chapter jurisdiction to make the results of the local determination available to the International Office of the IBEW and to affected employers prior to the effective date of this Agreement.

F. The parties to this agreement recognize that the Scope of Work in this agreement is subject to local addendum; especially in the areas of integrated energy management and life safety systems. In an effort to eliminate confusion regarding the interpretation of the Scope of Work covered by this agreement, the parties hereto agree to establish a Scope Review Committee composed of the following:

MANAGEMENT REPRESENTATIVES LABOR REPRESENTATIVES

2 communication contractors 2 senior technicians

2 electrical contractors 2 electricians

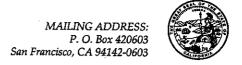
2 NECA Chapter Managers 2 IBEW Business Managers

Members of the Committee shall be selected by the parties they represent. The Committee shall meet at such times as deemed necessary by the parties. The Committee shall select from its membership, but not both from the same group, a Chairman and a Secretary who shall retain voting privileges.

It shall be the function of the Scope Review Committee to consider and review various system technologies and to make recommendations to the parties to this agreement or addendums. The Scope Review Committee is not authorized to interpret this agreement, or addendums, in the event of a dispute over the Scope of Work. All grievances or questions in dispute shall be adjusted pursuant to Sections 1:06-1:09 of this agreement.

MEMORANDUM OF UNDERSTANDING - SCOPE OF WORK

The San Francisco Electrical Contractors Association, Inc. and Local Union No. 6 of the International Brotherhood of Electrical Workers agree that fire alarm systems as defined on Page 1 of the 9th District Sound & Communications Agreement regarding Scope of Work have historically been performed by Inside Wiremen with the city and County of San Francisco and, therefore, shall be performed, as defined, at the current Inside Wage and Fringe rate. It is further agreed that Life Safety Systems which apply to all buildings having floors located more than 75 feet above the lowest floor level having building access are not fire alarm systems and are not covered by the scope of the 9th District Sound and Communications Agreement. The undersigned agree to review this Memorandum when there is a new Sound and Communication Agreement.



HOLIDAY PROVISIONS

FOR

ELECTRICIAN: COMMUNICATIONS & SYSTEMS INSTALLER COMMUNICATIONS & SYSTEMS TECHNICIAN

IN

ALAMEDA, CONTRA COSTA, DEL NORTE, HUMBOLDT, LAKE, MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, AND SONOMA COUNTIES

The 9th District Agreement & Northern California & Northern Nevada Addendum No. 2 Sound & Communications Agreement

& The National Electrical Contractors Association
December 1, 2003 through November 30, 2006

The Northern California and Northern Nevada Addendum Number Two ("Addendum No. 2") is by and between the signatory NECA Chapters and signatory IBEW Local Unions. This agreement is an addendum to the 9th District Sound and Communications Agreement which covers California, Oregon, Nevada and Washington. As used in this Addendum, the term "Chapter" shall mean signatory NECA Chapters and the term "Union" shall mean signatory IBEW Local Unions. The term "Addendum" shall refer to the Northern California and Northern Nevada Addendum Number Two.

It shall apply to <u>all firms</u> who sign a <u>Letter of Assent</u> to be bound by the terms of this Agreement. This Agreement shall have no force or effect unless a firm signatory to a Letter of Assent is also signatory to a Letter of Assent to one or more Addendum to this Agreement. All firms must sign a Letter of Assent to the Local Addendum, wherever said firm is performing work covered by this Agreement. Any firm desiring to terminate its Letter of Assent must terminate both Assent to this agreement and Assent(s) to any addendums to which the firm is signatory.

Conditions relevant to a specific geographic area shall be negotiated and made part of this agreement as Addendum's 1, 2, 3, 4, etc., and attached hereto. In the event that a dispute arises between the language of the Addendum and the Master Agreement, the Addendum language shall take precedence, provided such Addendum has been approved, the same as this Agreement.

As used hereinafter in this Agreement the term "Chapter" shall mean the signatory NECA Chapters and the term "Union" shall mean the signatory IBEW Local Unions.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

JUN 0 8 2004

third shift is worked. Any shift starting time, as outlined in this section may be varied by up to two (2) hours.

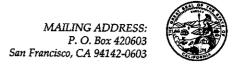
Section 3:05. The Employer shall deduct and forward to the Financial Secretary of the home local Union, upon receipt of a voluntary written authorization, the dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved home Local Union By-Laws. Such amount shall be certified to the Employer by the home Local Union upon request by the Employer.

<u>Section 3:06.</u> A bulletin board shall be provided by the Employer for the Union to post official notices to its members. In lieu of providing a separate bulletin board for the Union, the Employer may allot a reasonable amount of space on its own bulletin board for the exclusive use of the Union to post official notices.

Section 3:07. Holidays, (a) New Year's Day; Martin Luther King Jr. Birthday, observed the third Monday in January; Washington's Birthday, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, the 4th of July; the Friday before Labor Day and Labor Day, the first Monday in September; Thanksgiving Day, the fourth Thursday in November, and the day after Thanksgiving Day (Friday); and Christmas Day, December 25th.

When Holidays fall on a Saturday, they shall be celebrated on the previous Friday. When Holidays fall on a Sunday, they shall be celebrated on the following Monday.

- (b) When overtime is required by the employer, the employee shall receive a one-half (1/2) hour meal period after the first two (2) hours of overtime work when overtime is required beyond that two (2) hour period. After each additional four (4) hours of overtime is worked, the employee shall receive a one half (1/2) hour meal period when overtime is required beyond that four (4) hour period.
- Section 3:08. Travel Reimbursement. (a) In this addendum, wages shall be paid for all time in going from shop to the job, from the job to the shop and from job to job. When workmen covered by the terms of this Agreement are ordered to report directly to a job site in an



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

ELECTRICIAN: COMMUNICATIONS & SYSTEMS INSTALLER COMMUNICATIONS & SYSTEMS TECHNICIAN

IN

ALAMEDA, CONTRA COSTA, DEL NORTE, HUMBOLDT, LAKE, MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, AND SONOMA COUNTIES

The 9th District Agreement & Northern California & Northern Nevada Addendum No. 2 Sound & Communications Agreement

& The National Electrical Contractors Association
December 1, 2003 through November 30, 2006

The Northern California and Northern Nevada Addendum Number Two ("Addendum No. 2") is by and between the signatory NECA Chapters and signatory IBEW Local Unions. This agreement is an addendum to the 9th District Sound and Communications Agreement which covers California, Oregon, Nevada and Washington. As used in this Addendum, the term "Chapter" shall mean signatory NECA Chapters and the term "Union" shall mean signatory IBEW Local Unions. The term "Addendum" shall refer to the Northern California and Northern Nevada Addendum Number Two.

It shall apply to <u>all firms</u> who sign a <u>Letter of Assent</u> to be bound by the terms of this Agreement. This Agreement shall have no force or effect unless a firm signatory to a Letter of Assent is also signatory to a Letter of Assent to one or more Addendum to this Agreement. All firms must sign a Letter of Assent to the Local Addendum, wherever said firm is performing work covered by this Agreement. Any firm desiring to terminate its Letter of Assent must terminate both Assent to this agreement and Assent(s) to any addendums to which the firm is signatory.

Conditions relevant to a specific geographic area shall be negotiated and made part of this agreement as Addendum's 1, 2, 3, 4, etc., and attached hereto. In the event that a dispute arises between the language of the Addendum and the Master Agreement, the Addendum language shall take precedence, provided such Addendum has been approved, the same as this Agreement.

As used hereinafter in this Agreement the term "Chapter" shall mean the signatory NECA Chapters and the term "Union" shall mean the signatory IBEW Local Unions.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

JUN 0 8 2004

third shift is worked. Any shift starting time, as outlined in this section may be varied by up to two (2) hours.

Section 3:05. The Employer shall deduct and forward to the Financial Secretary of the home local Union, upon receipt of a voluntary written authorization, the dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved home Local Union By-Laws. Such amount shall be certified to the Employer by the home Local Union upon request by the Employer.

<u>Section 3:06.</u> A bulletin board shall be provided by the Employer for the Union to post official notices to its members. In lieu of providing a separate bulletin board for the Union, the Employer may allot a reasonable amount of space on its own bulletin board for the exclusive use of the Union to post official notices.

<u>Section 3:07.</u> Holidays, (a) New Year's Day; Martin Luther King Jr. Birthday, observed the third Monday in January; Washington's Birthday, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, the 4th of July; the Friday before Labor Day and Labor Day, the first Monday in September; Thanksgiving Day, the fourth Thursday in November, and the day after Thanksgiving Day (Friday); and Christmas Day, December 25th.

When Holidays fall on a Saturday, they shall be celebrated on the previous Friday. When Holidays fall on a Sunday, they shall be celebrated on the following Monday.

(b) When overtime is required by the employer, the employee shall receive a one-half (1/2) hour meal period after the first two (2) hours of overtime work when overtime is required beyond that two (2) hour period. After each additional four (4) hours of overtime is worked, the employee shall receive a one half (1/2) hour meal period when overtime is required beyond that four (4) hour period.

Section 3:08. Travel Reimbursement. (a) In this addendum, wages shall be paid for all time in going from shop to the job, from the job to the shop and from job to job. When workmen covered by the terms of this Agreement are ordered to report directly to a job site in an

employer-furnished vehicle, travel expense shall be paid in accordance with the following schedule.

36 - 45 road miles	\$6.00 per day
46 - 55 road miles	\$11.00 per day
56 - 64 road miles	\$16.00 per day
65 + road miles	\$16.00 per day plus \$7.00 per hour starting
at the 65th mile	, , , , , , , , , , , , , , , , , , , ,

Mileage shall be computed from the job site to the closer of the employee's residence or the employer's normal place of business. Parking and bridge tolls paid if employees have to move personal vehicle during working hours.

Mileage Computation

The determination for actual miles driven in a personal vehicle, as outlined above, shall be calculated by the utilization of an internet based mapping software program that has been jointly agreed to by the parties to this addendum. The method of calculation shall involve the "quickest" route.

- (b) In this addendum, when workmen covered by the terms of this Agreement are ordered to report directly to a job site in a personal vehicle, they shall receive travel expense in accordance with the above schedule and mileage expense at the published IRS rate for those miles traveled which exceed 35 road miles in each direction.
- (c) In this addendum, when it becomes necessary that an employee remain away overnight from the Employer's place of business, at the direction of the Employer, then such employee shall receive either the round trip mileage expense as set forth under Section 3.08 above or the actual expenses incurred in such transportation required, whichever is less. Additionally, such employees remaining away overnight, at the Employer's direction, shall receive reimbursement for such food and lodging expense incurred and supported by appropriate receipts not to exceed \$80.00 per day.
- (d) Employees shall not use their personal vehicle to transport employer tools or material.



SHIFT PROVISIONS

FOR

ELECTRICIAN: COMMUNICATIONS & SYSTEMS INSTALLER COMMUNICATIONS & SYSTEMS TECHNICIAN

IN

ALAMEDA, CONTRA COSTA, DEL NORTE, HUMBOLDT, LAKE, MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, AND SONOMA COUNTIES

Note: The shift provisions provided in the following pages provide the work hours that are applicable to each shift. Shift differential pay is required and will be enforced during each applicable shift. Any provision limiting the work hours for a particular type of work will not be enforced on public works.

The 9th District Agreement & Northern California & Northern Nevada Addendum No. 2 Sound & Communications Agreement

& The National Electrical Contractors Association
December 1, 2003 through November 30, 2006

The Northern California and Northern Nevada Addendum Number Two ("Addendum No. 2") is by and between the signatory NECA Chapters and signatory IBEW Local Unions. This agreement is an addendum to the 9th District Sound and Communications Agreement which covers California, Oregon, Nevada and Washington. As used in this Addendum, the term "Chapter" shall mean signatory NECA Chapters and the term "Union" shall mean signatory IBEW Local Unions. The term "Addendum" shall refer to the Northern California and Northern Nevada Addendum Number Two.

It shall apply to <u>all firms</u> who sign a <u>Letter of Assent</u> to be bound by the terms of this Agreement. This Agreement shall have no force or effect unless a firm signatory to a Letter of Assent is also signatory to a Letter of Assent to one or more Addendum to this Agreement. All firms must sign a Letter of Assent to the Local Addendum, wherever said firm is performing work covered by this Agreement. Any firm desiring to terminate its Letter of Assent must terminate both Assent to this agreement and Assent(s) to any addendums to which the firm is signatory.

Conditions relevant to a specific geographic area shall be negotiated and made part of this agreement as Addendum's 1, 2, 3, 4, etc., and attached hereto. In the event that a dispute arises between the language of the Addendum and the Master Agreement, the Addendum language shall take precedence, provided such Addendum has been approved, the same as this Agreement.

As used hereinafter in this Agreement the term "Chapter" shall mean the signatory NECA Chapters and the term "Union" shall mean the signatory IBEW Local Unions.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

JUN 0 8 2004

Employer who as of the effective date of this Agreement is operating under an existing payroll system that provides for semimonthly or biweekly payment of wages. The Employer shall be allowed to continue under that arrangement during the term of this Agreement. Wages and fringe benefits shall be as specified in Schedule 2-A and 2-B, attached to the Addendum.

The union shall notify the employer of the allocation of any scheduled increase thirty (30) days prior to the effective date. Failure to do so would result in the total increase put to wages.

<u>Section 3:04. Shift work.</u> When so elected by the Employer, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked, the following conditions shall apply:

- (a) The first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Employees on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.
- (b) The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M.. Employees on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus ten percent (10%) for seven and one-half (7 1/2) hours work.
- (c) The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m.. Workmen on the "grave-yard shift" shall receive eight (8) hours pay at the regular hourly rate plus fifteen percent (15%) for seven (7) hours work.
- (d) When requested by the customer in writing on occupied remodel and renovation work, and when mutually agreed by the employee and employer, a single shift of eight (8) hours may be performed Monday through Friday, excluding Saturdays, Sundays and Holidays, between the hours of 2:30 p.m. and 6:00 a.m. The shift start time is anytime after 2:30 p.m. Employees shall receive a minimum of eight (8) hours pay at the regular hourly rate plus ten percent (10%) regardless of the hours worked. Such written request shall be provided to the Union.
- (e) A lunch period of thirty (30) minutes shall be allowed on each shift.

- (f) All overtime work required after the completion of a regular shift shall be paid at one and one-half (1 1/2) times the "shift" hourly rate.
- (g) There shall be no pyramiding of overtime rates, and two (2) times the straight time rate shall be the maximum compensation for any hour worked.
- (h) There shall be no requirement for a day shift when either the second or third shift is worked.

Under this addendum the terms of the National VDV Shift work clause my be used:

When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. with a one-half hour lunch period. Workers on the "day shift" shall receive eight (8) hours' pay at the regular hourly rate.

The second shift (swing shift) shall be worked between the hours of 4:00 p.m. and 12:30 a.m. with a one-half hour lunch period. Workers on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate, plus an additional (\$.75) seventy-five cents per hour.

The third shift (graveyard shift) shall be worked between the hours of 12:00 a.m. and 8:30 a.m. with a one-half hour lunch period. Workers on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate, plus an additional (\$1.00) one dollar per hour.

A lunch period of thirty minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times the shift hourly rate which includes the shift premium of \$.75 on the second shift and \$1.00 on the third shift.

There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked. Any shift starting time, as outlined in this section may be varied by up to two (2) hours.

Section 3:05. The Employer shall deduct and forward to the Financial Secretary of the home local Union, upon receipt of a voluntary written authorization, the dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved home Local Union By-Laws. Such amount shall be certified to the Employer by the home Local Union upon request by the Employer.

<u>Section 3:06.</u> A bulletin board shall be provided by the Employer for the Union to post official notices to its members. In lieu of providing a separate bulletin board for the Union, the Employer may allot a reasonable amount of space on its own bulletin board for the exclusive use of the Union to post official notices.

Section 3:07. Holidays, (a) New Year's Day; Martin Luther King Jr. Birthday, observed the third Monday in January; Washington's Birthday, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, the 4th of July; the Friday before Labor Day and Labor Day, the first Monday in September; Thanksgiving Day, the fourth Thursday in November, and the day after Thanksgiving Day (Friday); and Christmas Day, December 25th.

When Holidays fall on a Saturday, they shall be celebrated on the previous Friday. When Holidays fall on a Sunday, they shall be celebrated on the following Monday.

- (b) When overtime is required by the employer, the employee shall receive a one-half (1/2) hour meal period after the first two (2) hours of overtime work when overtime is required beyond that two (2) hour period. After each additional four (4) hours of overtime is worked, the employee shall receive a one half (1/2) hour meal period when overtime is required beyond that four (4) hour period.
- Section 3:08. Travel Reimbursement. (a) In this addendum, wages shall be paid for all time in going from shop to the job, from the job to the shop and from job to job. When workmen covered by the terms of this Agreement are ordered to report directly to a job site in an



IMPORTANT NOTICE TO AWARDING BODIES AND ALL INTERESTED PARTIES REGARDING <u>CHANGES</u> TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

INTERIM DETERMINATION FOR THE CRAFT OF #ROOFER

Issue Date: June 14, 2004

Expiration Date of Determination: July 31, 2004* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All Localities within Monterey County

A Petition to Review filed by the United Union of Roofers, Waterproofers, and Allied Workers Local 95 for the Roofer and Helper wage rates in Monterey county has been accepted and it has been determined that the rates reflected in this interim prevail. Therefore, this interim will be effective for projects advertised on or after June 19, 2004.

Employer Payments							Straight	<u>Time</u>	Overtime Hourly Rate		
Classification	Basic	Health		Vacation				Total			Sunday/
	Hourly	and		and		Other		Hourly	Daily	Saturday	Holiday
	Rate	Welfare	Pension	Holiday	Training	Payments	Hours	Rate	1 1/2X	1 1/2X	1 1/2X
Roofer Kettleman (2 Kettles),	\$27.62 ^a	\$5.35	\$3.10	b	\$0.70	-	8	\$36.77	\$48.635	\$48.635	\$48.635
Bitumastic Enameler, Coal Tar, Pitch & Mastic	\$29.62 ^a	\$5.35	\$3.10	b	\$0.70	-	8	\$38.77	\$51.65	\$51.65	\$51.65

[#] Indicates an apprenticeable craft.

Please note that the basic hourly rate and employer payments are based on the Davis-Bacon wage determination for this craft.

^a Includes an amount for Vacation and Dues Check-Off.

^b Included in the Basic Hourly Rate



June 17, 2004

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES REGARDING THE MODIFICATION OF PREDETERMINED INCREASES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

Dear Public Official/Other Interested Party:

The following are the **modifications** of predetermined increases for the following craft(s) or classification(s) listed below:

CRAFT: Electrician

CLASSIFICATION(s): Inside Wireman and Cable Splicer (All shifts)

LOCALITIES: Santa Barbara

DETERMINATION(s): STB-2004-1

• The Division of Labor Statistics and Research has received information prior to June 1 that the breakdown of the predetermined wage increase effective on June 1, 2004 has been changed. The increase was allocated as follows:

Electrician/Inside Wireman – \$0.50 to the Basic Hourly Rate, \$0.20 to Health and Welfare, \$0.47 to Pension (includes \$.02 for NEBF).

Electrician/Inside Wireman (2nd shift) - \$0.55 to the Basic Hourly Rate, \$0.20 to Health and Welfare, \$0.47 to Pension (includes \$.02 for NEBF).

Electrician/Inside Wireman (3rd shift) - \$0.57 to the Basic Hourly Rate, \$0.20 to Health and Welfare, \$0.47 to Pension (includes \$.02 for NEBF).

Electrician/Cable Splicer - \$0.50 to the Basic Hourly Rate, \$0.20 to Health and Welfare, \$0.47 to Pension (includes \$.02 for NEBF).

Electrician/Cable Splicer (2nd shift) - \$0.55 to the Basic Hourly Rate, \$0.20 to Health and Welfare, \$0.47 to Pension (includes \$.02 for NEBF).

Electrician/Cable Splicer (3rd shift) - \$0.57 to the Basic Hourly Rate, \$0.20 to Health and Welfare, \$0.47 to Pension (includes \$.02 for NEBF).



IMPORTANT NOTICE TO AWARDING BODIES & ALL INTERESTED PARTIES REGARDING A CHANGE TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

INTERIM DETERMINATION FOR THE CRAFT OF #PILE DRIVER (CARPENTER)

INTERIM DETERMINATION: NC-23-31-11-2004-1

ISSUE DATE: July 12, 2004

EXPIRATION DATE OF DETERMINATION: June 30, 2005** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

			Employer Payments					t-Time	Overtime Hourly Rate		
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payment	Hours s	Total Hourly Rate	Daily 1 1/2X	Saturday 1 1/2X	Sunday and Holiday
Pile Driver, Wharf, and Dock Builder Diver (wet) up to	\$29.90 ⁱ	^a 5.845	^b 6.75	^c 4.17	0.43	0.15	8	47.245	^d 62.195	^d 62.195	77.145
50 ft depth e, f	67.78	^a 5.845	^b 6.75	^c 4.17	0.43	0.15	8	82.125	g	g	152.905
Diver's Tender e, f	32.89	^a 5.845	^b 6.75	^c 4.17	0.43	0.15	8	50.235	^h 66.68	h	83.125
Assistant Tender	29.90	^a 5.845	^b 6.75	^c 4.17	0.43	0.15	8	47.245	^d 62.195	^d 62.195	77.145
Diver (stand-by)	33.89	^a 5.845	^b 6.75	^c 4.17	0.43	0.15	8	51.235	g	g	85.125

FOR "PILE DRIVER-BRIDGE BUILDER" - SEE NORTHERN CALIFORNIA CARPENTER PAGE 34.

PLEASE NOTE: To obtain wage rate information for Saturation Diver, Manned Submersible, Manifold Operator/Life Support Technician, Remote Controlled/Operated Vehicle (RCV/ROV) Pilot/Technician, Navigator Surveyor, Bell Winch Operator & Diving Equipment Technician, please contact the Prevailing Wage Unit at (415) 703-4774.

Indicates an apprenticeable craft. Please refer to the Pile Drivers' Interim Apprentice Schedule, NC-23-31-11-2004-1, issued on July 12, 2004.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

^a Includes UBC Health & Safety Fund.

^b Includes an amount per hour for Annuity Trust Fund.

^c Includes an amount per hour for work fees.

d Rate applies to the first 2 daily overtime hours and the first 8 hours worked on Saturdays. All other time is paid at the Sunday/Holiday overtime rate.

^e Shall receive a minimum of 8 hours pay for any day or part thereof.

^f For specific rates over 50 ft depth, contact the Division of Labor Statistics and Research.

^g For Divers all overtime is double time.

h Rate applies to the first 2 daily overtime hours. All other time is paid at Sunday/Holiday rate.

On bridges, powerhouses and dams men working from bosun's chairs or swinging scaffolds or suspended from rope, cable, safety belts, or any device used as a substitute for or in lieu thereof (excluding piledriving rigs) shall receive (\$0.15) per hour above this rate.



PREDETERMINED INCREASE FOR

<u>PILE DRIVER (CARPENTER)</u> (Interim Determination NC-23-31-11-2004-1)

IN 46 NORTHERN CALIFORNIA COUNTIES

The predetermined increases for the above named craft applies only to the interim determination for work being performed on public works projects with bid advertisement dates on or after July 22, 2004, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

PILE DRIVER (CARPENTER): All Classifications

Interim Determination NC-23-31-11-2004-1 is currently in effect and expires on June 30, 2005**.

Effective July 1, 2005, there will be an increase of \$1.00 the Basic Hourly Rate, \$0.25 to Health & Welfare, \$0.20 to Pension, \$0.05 to Vacation, \$0.05 to Work Fees, and \$0.50 to be allocated to wages and or employer payments.

Effective July 1, 2006, there will be an increase of \$1.00 to the Basic Hourly Rate, \$0.50 to Health & Welfare, \$0.15 to Pension, \$0.05 to Vacation, \$0.11 to Work Fees, \$0.05 to Training, and \$0.25 to employer payments.

Effective July 1, 2007, there will be an increase of \$1.00 to the Basic Hourly rate, \$0.25 to Health & Welfare, \$0.20 to Pension, \$0.05 to Vacation, \$0.06 to Work Fees, and \$0.50 to wages and or employer payments.

There will be no further increases applicable to this determination.

Please note for "Pile Driver-Bridge Builder"- see Northern California Carpenter.

Issued 7/12/2004, Effective 7/22/2004 until superseded.

This page will be updated when wage rate breakdown information becomes available.

Last Updated: July 12, 2004



IMPORTANT NOTICE TO AWARDING BODIES & ALL INTERESTED PARTIES REGARDING A CHANGE TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

INTERIM APPRENTICE SCHEDULE FOR THE CRAFT OF #PILE DRIVER (CARPENTER)

ISSUE DATE: July 12, 2004

JOURNEYMAN DETERMINATION REFERENCE: Interim Determination NC-23-31-11-2004-1

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

NOTE: AN APPRENTICE'S HOURLY RATE IS A PERCENTAGE OF THE JOURNEYMAN'S HOURLY RATE FOUND ON THE PILE DRIVERS' INTERIM PREVAILING WAGE DETERMINATION, NC-23-31-11-2004-1, ISSUED ON JULY 12, 2004; THE EMPLOYER PAYMENTS MAY VARY. THE CURRENT HOURLY WAGE AND EMPLOYER PAYMENTS SHALL BE PAID IN ACCORDANCE WITH THE PROVISIONS OF THE CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, §1770, §1773 AND §1773.1.

CLASSIFICATION	PERIODIC WAGE PERCENTAGE PROGRESSIONS ^a							EMPLOYER PAYMENTS						
	1st	2nd	3rd	4th	5th	6th	7th	8th	Health & Welfare	Pension ^b	Vacation/ Holiday ^d	Training	Other Payments	
Pile Driver	60%	65%	70%	75%	80%	85%	90%	95%	Full ^f	c	e	$Full^f$	$\mathrm{Full}^{\mathrm{f}}$	

THE STEPS (PERIODS) ARE IN 6 MONTHS INTERVALS.

NOTE: TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS AT (510) 622-3259.

INCLUDES AN AMOUNT FOR ANNUITY TRUST FUND.

FIRST TWO STEPS DO NOT RECEIVE EMPLOYER PAYMENTS. STEPS 3 AND 4 RECEIVES ONLY ANNUITY TRUST FUND. REMAINING STEPS RECEIVE THE FULL EMPLOYER PAYMENT.

INCLUDES AN AMOUNT FOR WORK FEES.

FIRST STEP RECEIVES NO VACATION BUT DOES RECEIVE WORK FEES. REMAINING STEPS RECEIVE FULL EMPLOYER PAYMENT.

 $^{^{}m f}$ FULL MEANS THE APPRENTICE RECEIVES THE EMPLOYER PAYMENT AT AN AMOUNT EQUAL TO THE JOURNEYMAN.



IMPORTANT NOTICE TO AWARDING BODIES AND ALL INTERESTED PARTIES **REGARDING <u>CHANGES</u> TO THE** DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

INTERIM DETERMINATION FOR THE CRAFT OF #ROOFER

Issue Date: July 14, 2004

Expiration Date of Determination: August 31, 2004* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the

Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All Localities within Santa Cruz County

This interim will be effective for projects advertised on or after July 24, 2004.

Employer Payments								Time	Overtime Hourly Rate			
Classification	Basic Hourly	Health and		Vacation and		Other		Total Hourly	Daily	Saturday	Sunday/ Holiday	
	Rate	Welfare	Pension	Holiday	Training	Payments	Hours	Rate	1 1/2X	1 1/2X	1 1/2X	
Roofer Kettleman (2 Kettles),	\$27.62 ^a	\$5.35	\$3.10	b	\$0.70	-	8	\$36.77	\$48.635	\$48.635	\$48.635	
Bitumastic Enameler, Coa Tar, Pitch & Mastic	l \$29.62 ^a	\$5.35	\$3.10	b	\$0.70	-	8	\$38.77	\$51.635	\$51.635	\$51.635	

[#] Indicates an apprenticeable craft.

Please note that the basic hourly rate and employer payments are based on the Davis-Bacon wage determination for this craft.

a Includes an amount for Vacation and Dues Check-Off.
b Included in the Basic Hourly Rate



July 15, 2004

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES REGARDING THE MODIFICATION OF PREDETERMINED INCREASES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

Dear Public Official/ Other Interested Party:

The following is the modification of the predetermined increase for the following craft(s) or classification(s) listed below:

CRAFT: Drywall Installer/Lather (Carpenter)

LOCALITIES: San Diego County

DETERMINATION(s): SD-31-X-41-2004-1

The predetermined increase effective on July 1, 2004, has been redistributed as follows:

- Effective July 1, 2004, there was a \$0.48 increase to the Basic Hourly Rate, \$0.02 to Vacation/Holiday (Supplemental Dues), and \$1.00 to Health & Welfare.
- Effective January 1, 2005, there will be a \$1.00 increase to wages and/or fringes.



July 20, 2004

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES REGARDING THE MODIFICATION OF PREDETERMINED INCREASES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

Dear Public Official/ Other Interested Party:

The following is the modification of the predetermined increase for the following craft(s) or classification(s) listed below:

CRAFT: Carpenter

CLASSIFICATION: Scaffold Builder

LOCALITIES: Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San

Bernardino, San Luis Obispo, Santa Barbara, and Ventura

DETERMINATION(s): SC-23-31-2-2004-1

The predetermined increase effective on July 1, 2004, has been redistributed as follows:

• Effective July 1, 2004, there was a \$0.03 increase to the Basic Hourly Rate, \$1.00 to Health & Welfare, and \$0.02 to Vacation/Holiday (Supplemental Dues).



July 21, 2004

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES REGARDING THE MODIFICATION OF PREDETERMINED INCREASES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

Dear Public Official/ Other Interested Party:

The following is the modification of the predetermined increase for the following craft(s) or classification(s) listed below:

CRAFT: Landscape/Irrigation Laborer/Tender (pg. 30B)

CLASSIFICATION: Landscape/Irrigation Laborer and Landscape Hydro Seeder

(Engineering and Building Construction)

DETERMINATION: SD-102-X-14-2004-1 and SD-102-X-14-2004-1A

LOCALITY: All Localities within San Diego County

The predetermined increase of \$0.64 to Pension and \$0.66 to wages and/or fringes effective on August 1, 2004, has been redistributed as follows:

• Effective August 1, 2004, there will be an increase of \$0.58 to the Basic Hourly Rate, \$0.32 to Health and Welfare, \$0.29 to Pension, and \$0.11 to Vacation/Holiday.



July 21, 2004

IMPORTANT NOTICE TO AWARDING BODIES AND ALL INTERESTED PARTIES REGARDING A CORRECTION TO THE INTERIM DETERMINATION ISSUED ON JULY 12, 2004 FOR THE CRAFT OF PILE DRIVER (CARPENTER)

Dear Public Official/Other Interested Parties:

CRAFT/CLASSIFICATION: Pile Driver (Carpenter) **INTERIM DETERMINATION:** NC-23-31-11-2004-1

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties

• The total hourly rate for the classification of "Diver (wet) up to 50 ft. depth" shown on the above referenced interim prevailing wage determination issued on July 12, 2004 is incorrect. The correct total hourly rate should be \$85.125 instead of \$82.125.

With the exception of this change, all of the wage rates and other conditions found in the Interim Determination issued on July 12, 2004 remain in effect.